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OF THE AIR FORCE**

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Operations Support

**PROCEDURES FOR U.S. AIR FORCE
PARTICIPATION IN INTERNATIONAL
ARMAMENTS COOPERATION (IAC)
PROGRAMS**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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This manual implements Air Force Policy Directive (AFPD) 16-1, *International Affairs*, Air Force Instruction (AFI) 16-110, *U.S. Air Force Participation in International Armaments Cooperation (IAC) Programs*, and supports the authorities derived from Titles 10 and 22 United States Code (U.S.C.); Department of Defense (DoD) Directive (DoDD) 5000.01, *The Defense Acquisition System*; Department of Defense Instruction (DoDI) 2010.06, *Materiel Interoperability and Standardization with Allies and Coalition Partners*; DoDI 5000.02, *Operation of the Defense Acquisition System*; and DoDD 5530.3, *International Agreements*. It applies to all United States Air Force (USAF) personnel, including Air Force Reserve Command (AFRC) Units and the Air National Guard (ANG), who prepare, manage, review, or participate in IAC projects. It covers the standard practices and procedures that govern the management of IAC programs throughout the USAF. As used herein, IAC refers to the broad range of international activities in which DoD and a foreign government(s) jointly manage efforts to satisfy common military requirements through cooperation in research, development, test, evaluation, acquisition, production, and support of air, space, and cyberspace technology and systems. This manual does not cover joint military arrangements and operations with allied nations, which are under the purview of the Joint Chiefs of Staff and the Combatant Commands (COCOMs), nor does it address Security Assistance programs, including Foreign Military Sales (FMS). Refer to Air Force Manual (AFMAN) 16-101, *International Affairs and Security Assistance Management*, for a thorough treatment of Security Assistance policy and procedures.

This manual also complies with the requirements and guidance derived from DoDI 5200.39, *Critical Program Information (CPI) Protection Within the Department of Defense*, and AFD 63-17, *Technology and Acquisition Systems Security Program Protection*, that reflect the balance necessary to include partner countries in the research and development, acquisition, and life-cycle management of defense systems while adequately protecting critical program information. This AFMAN may be supplemented at any level, but all supplements must be routed to the Deputy Under Secretary of the Air Force, International Affairs, Armaments Cooperation Division (SAF/IAPQ) for coordination prior to certification and approval. Refer recommended changes and questions about this publication to SAF/IAPQ using AF Form 847, *Recommendation for Change of Publication*; route AF Form 847s from the field through Major Command (MAJCOM) publications/forms managers. Requests for waivers must be submitted to SAF/IAPQ for consideration and approval. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with AFMAN 33-363, *Management of Records*, and disposed of in accordance with the Air Force Records Disposition Schedule (RDS) located in the Air Force Records Information Management System (AFRIMS).

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Chapter 1

INTERNATIONAL ARMAMENTS COOPERATION (IAC) PROGRAMS

1.1. Purpose and Objectives. The Air Force participates in air, space, and cyberspace International Armaments Cooperation programs to build partnerships and partnership capacity of a mutually beneficial nature. IAC establishes new relationships and sustains and expands existing relationships to promote interoperability, integration, and interdependence. The USAF participates in IAC to build partnerships and secure access to the best technologies available, among other objectives, as elaborated in Chapter 2 of the AFI 16-110. The specific tools available to USAF proponents in pursuit of IAC activities are referenced below and explained in greater detail through subsequent chapters of this AFMAN.

1.2. IAC Background. IAC refers to cooperative research, development, test and evaluation (RDT&E) of defense technologies, systems or equipment; joint production and follow-on support of defense articles or equipment; and procurement of foreign technology, equipment, systems or logistics support. AFI 16-110 provides IAC program descriptions, purpose and objectives, DoD and USAF policies and guidelines, and responsibilities assigned to specific USAF organizations. Required and related publications, abbreviations, acronyms, and definitions used in this volume are listed in Attachment 1.

1.2.1. The IAC procedures and responsibilities described in this AFMAN apply to air, space, and cyberspace technology and systems. Though the Deputy Under Secretary of the Air Force, International Affairs, Armaments Cooperation Division (SAF/IAPQ) is listed as having responsibility for IAC throughout this manual, the Deputy Under Secretary of the Air Force, International Affairs, Space and Cyberspace Division (SAF/IAPS) carries out responsibilities for IAC programs, projects, and forums involving space and cyberspace.

1.3. IAC Categories. The following provides a brief description of the various types of IAC programs available for use in accomplishing IAC objectives:

1.3.1. **International Cooperation (IC) in Acquisition, Technology, and Logistics (AT&L) Program.** IC in AT&L pertains to any international agreement (IA) concluded with one or more foreign governments or with an international organization. These activities range from small science and technology (S&T) efforts to multi-million dollar, multinational projects or programs. Regardless of size, these activities are characterized by the fact that they are based on mutual and equitable sharing of effort, cost, and risk, either in RDT&E, cooperative production, and/or logistics of a defense article; and share the resulting information, equipment, or other benefits equitably. The parties commit to these arrangements through the development of Memoranda of Understandings (MOUs) or Memoranda of Agreement (MOAs), Project Agreements or Arrangements (PAs), and Equipment and Material Transfer Arrangements (E&MTAs). The general procedures and requirements for the majority of IAC agreements are described in Chapter 2. Later chapters and their accompanying attachments detail unique requirements for particular IAC programs.

1.3.2. **Information Exchange Program.** Information Exchange Annexes/Data Exchange Annexes (IEAs/DEAs) are developed for the exchange of RDT&E information on a reciprocal, balanced basis. These annexes deal with specific technologies in a generic, non-

system specific manner and involve the exchange of reports, technical documents, and related information (Chapter 3).

1.3.3. International Testing Programs.

1.3.3.1. The Test and Evaluation (T&E) Program is DoD-managed and enables the USAF and a partner nation or international governmental organization access to each other's test facilities. It also allows for cooperative T&E-related projects and is implemented through a series of MOAs that the Office of the Secretary of Defense (OSD) has concluded with selected partners having T&E capability (Chapter 4).

1.3.3.2. The Foreign Comparative Testing (FCT) Program tests and evaluates foreign Non-Developmental Items (NDI) of military equipment that demonstrates the potential to satisfy U.S. military requirements (Chapter 5).

1.3.4. Personnel Exchange Programs.

1.3.4.1. The Engineer and Scientist Exchange Program (ESEP) enables the exchange of military or civilian engineers and scientists in RDT&E positions (Chapter 6).

1.3.4.2. The Administrative and Professional Exchange Program (APEP) enables the exchange of military or civilian specialist personnel in administrative, finance, health, legal, logistics, planning, and other support functions (Chapter 6).

1.3.5. International Cooperative Research and Development (ICR&D) Program. The USAF-managed ICR&D Program seeks to enhance conventional defense capabilities of the U.S. and its allies through "seed money" support to cooperative projects until program funding is available through the normal budget process (Chapter 7).

1.3.6. Coalition Warfare Program (CWP). The CWP, managed by the Office of the Under Secretary of Defense (Acquisition, Technology, & Logistics)/International Cooperation OUSD(AT&L)/IC, promotes interoperability in support of coalition warfare by early identification of operational issues that can be overcome with innovative solutions in areas such as architectures, requirements, and systems acquisitions (Chapter 8).

1.3.7. International Other Transactions (OTs) and Non-domestic Cooperative Research and Development Agreements (CRADAs). OTs and CRADAs enable the USAF to enter into cooperative agreements with foreign non-government entities (Chapter 9).

1.3.8. NATO and Other IAC Forums. The USAF participates in many international forums and activities that promote IAC. A number of organizations lead them, to include the North Atlantic Treaty Organization (NATO), OUSD(AT&L)/IC, Headquarters U.S. Air Force (HQ USAF), and Major Commands (MAJCOMs). These forums and activities normally review existing programs, provide executive-level oversight, and highlight opportunities that may result in future IAC projects. USAF participation in these forums is described in Chapter 10.

1.3.9. Armaments Cooperation Policy. The implementing laws, policies, and directives governing the majority of IAC activities are described in detail in Chapter 11.

Chapter 2

DEVELOPING AND IMPLEMENTING INTERNATIONAL ARMAMENTS COOPERATION (IAC) AGREEMENTS

2.1. Purpose and Objectives. This chapter contains guidelines and procedures for initiating, developing, coordinating, and implementing the following basic IAC agreements: Memoranda of Agreement or Understanding (MOAs or MOUs), Project Agreements/Arrangements (PAs) under “umbrella” MOAs/MOUs, and Loan Agreements (LAs). MOAs/MOUs, PAs, and LAs are sometimes referred to generically as international agreements.

2.2. International Agreements (IA) Background. The U.S. considers IAs to be legally binding documents; however, some potential partner nations have different views on how they can be bound under IAs. Whenever possible, the IAC document should be described in terms of an “Agreement”, such as a “Memorandum of Agreement.” MOAs may pertain to the full range of acquisition activity, from basic research to production and cooperative logistics. In a bilateral IA, the U.S. and the partner nation can negotiate the appropriate wording to meet the needs of both nations with respect to binding obligations. Details on the common legal authorities governing the majority of IAs can be found in Chapter 11 of this AFMAN.

2.2.1. Memorandums of Agreement/Memorandums of Understanding (MOAs/MOUs) (hereafter referred to as MOAs). Proponents for an IAC effort may draft an MOA to focus on a specific program of work referred to as a “project” MOA or an “umbrella” MOA composed of several phases or projects. The type of MOA chosen depends upon the nature of the cooperative effort. Research, Development, Test and Evaluation (RDT&E) MOAs are one of the most common. SAF/IAPQ must Request Authority to Develop (RAD) IAC MOAs from OUSD(AT&L)/IC before beginning negotiation of an IA; however, PAs under an existing umbrella MOA need only the Deputy Under Secretary of the Air Force, International Affairs (SAF/IA) authority.

2.2.2. Project Agreements/Project Arrangements (PAs). PAs are implementing arrangements, not stand-alone agreements; they are always associated with an umbrella MOA. PAs detail the provisions of collaboration on specific projects between two or more parties. The details include the project objectives, scope of work, management structure, financial arrangements, contractual arrangements, security classification, and any additional specific provisions. PAs are expeditious means for the USAF to initiate cooperative activities in basic research, exploratory development, or advanced development (budget categories 6.1 through 6.3 and, in some instances, 6.4). Engineering and Manufacturing Development (EMD) or production programs that evolve from cooperative efforts under one or more PAs generally require separate agreements, usually another MOA, because such work is usually outside the scope of the original umbrella MOA. To reduce the time necessary to bring these cooperative projects from concept to conclusion, OUSD(AT&L)/IC has delegated SAF/IA the authority to develop and negotiate PAs. However, SAF/IA must obtain OUSD(AT&L)/IC approval through a Request for Final Approval (RFA) process before signing the agreement.

2.2.2.1. Cooperative Project Personnel (CPP). The CPP concept, authorized in Title 10 U.S.C. § 168, allows for the placement of U.S. and foreign military or civilian specialist

personnel in a cooperative program or project office to support specific project responsibilities under an IA. There is usually a specific annex in the IA that addresses placement and use of CPP. CPP can serve in the areas of management, administration, finance, planning, RDT&E, logistics and can be assigned in any location appropriate for a project, either in the U.S. or abroad. The project office is normally required to prepare a position description for each CPP assignment that is approved by the management structure in the IA. CPPs may not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the host organization. Also, CPP generally cannot serve in a dual capacity, that is, as an official or employee of the project office and as a representative for the parent organization. For CPP to be fully effective, they should only be assigned access to project office facilities to include information technology (IT) equipment, project documentation, etc., required for the performance of their duties and in accordance with the laws and regulations of the government of the host organization.

2.2.3. Loan Agreements (LAs). LAs provide a means for the USAF to loan or borrow defense equipment or material for RDT&E purposes. Under the provisions of Section 65 of the Arms Export Control Act (Title 22 U.S.C. § 2796d), the USAF may enter into bilateral loan agreements with a country that is a NATO member nation or major non-NATO ally, as designated under Section 517 of the Foreign Assistance Act (Title 22 U.S.C. § 2321k), to loan, or accept as a loan or gift, material, equipment, and supplies without charge for cooperative RDT&E purposes. The USAF cannot expend any funds in support of such a loan. The sharing of test results or exchange of technical information generated from the use of the loaned equipment represents equitability for these no-cost loans. The loan of equipment may be part of an MOA or PA and take the form of an Equipment and Material Transfer Arrangement (E&MTA). SAF/IAPQ must provide a copy of the negotiated LA and supporting documentation to the Office of the Secretary of Defense (OSD) for final review before entering into the agreement.

2.2.3.1. When a project is not an RDT&E project, or when the cooperative partner is other than a NATO member nation or major non-NATO ally, Section 65 authority is not available. In those circumstances, equipment may be provided under the lease authority contained in AECA Section 61 (Title 22 U.S.C. § 2796).

2.3. International Agreement Documentation Requirements. Following exploratory discussions (see paragraph 2.4.1.1.), the IA proponent, with the assistance of an International Cooperative Agreement Team (ICAT) as needed (see paragraphs under section 2.4.2.), will prepare the following draft documentation required for SAF/IAPQ to obtain authority to develop and negotiate an IA and other documentation as required. An approval memo from an official (O-6 or above) in the proponent's organization who has the authority to commit funds and resources to the IA must be included in the package submitted to SAF/IAPQ.

2.3.1. Summary Statement of Intent (SSOI). The SSOI is a U.S. Government-only document that describes the scope and content of the proposed IA. The SSOI is used to Request Authority to Develop (RAD) and Request for Final Approval (RFA) to conclude an international agreement. The SSOI facilitates the drafting of the IA and other appropriate documentation, and is also used during the RFA process. The format for the SSOI and the instructions for completing it are shown in Attachment 2. An abbreviated SSOI containing only pertinent, revised information will be submitted for proposed amendments to existing

MOAs, PAs, and LAs. The original approved SSOI must be provided with abbreviated SSOIs.

2.3.2. International Agreement. The draft text of an MOA or LA must use the standard language found in the IA Generator (IA GEN). The IA GEN is designed to assist the IA proponent in quickly developing draft agreements that conform to relevant U.S. law. Proponents should consult with SAF/IAPQ regarding the use and application of the latest approved version of the IA GEN. **Note:** For PAs, the DoD and foreign Ministry(ies) of Defence (MOD) agreed to a standard PA format during umbrella MOA negotiations. The PA template is attached as an annex to the umbrella MOA.

2.3.3. Delegation of Disclosure Authority Letter (DDL). The DDL provides guidance regarding releasability of all elements of the system, information, or technology involved in an IA. A DDL is required if the project involves release of Controlled Unclassified Information (CUI) or classified information. The format for the DDL is shown in AFI 16-201, *Air Force Foreign Disclosure and Technology Transfer Program*, and in Attachment 2.2. of this AFMAN. The DDL will also provide guidance to support evaluation of any proposed exports or releases of defense articles or technical documents by other DoD Components and defense contractors. DDLs will be classified if the information contained therein is classified, based on derivative classification guidance or the compilation principle. Marking a DDL classified based upon compilation requires endorsement by an original classification authority. The highest security classification level of information to be exchanged in a specific IA must be consistent with the corresponding DDL. Along with the SSOI, the DDL supports the USAF position prior to entering into formal negotiations with a foreign government. Regardless of security classification, DDLs will not be disclosed to any foreign government, representative thereof, foreign national, or international governmental organization. USAF Foreign Disclosure Offices (FDOs) must authorize disclosure of classified information and CUI. In developing a DDL, the IA proponent will consult with their local or servicing FDO who develops the draft DDL in accordance with AFI 16-201. After MAJCOM FDO approval, the draft DDL will be forwarded to SAF/IAPQ by the MAJCOM FDO for inclusion in the IA staffing package. Proponents are not responsible for including the draft DDL in their IA submission package to IAPQ but are required to include the date the DDL was initially submitted to the MAJCOM FDO in the approval memo. The approved DDL provides continuous disclosure authority over the life of the IA and may be updated as required.

2.4. IA Process. DoDD 5530.3 and AFI 51-701, *Negotiating, Concluding, Reporting, and Maintaining International Agreements*, provide overall procedures and authorities for processing IAs. DoDI 5000.02 allows streamlined procedures for all OUSD(AT&L)-related IAs. The stages of development are Initiation, Development and Negotiations, and Final Review and Approval. The procedures described in this Chapter follow the streamlining concept for review and approval of IAs rather than the procedures described in DoDD 5530.3. More information on the procedures can be found in the Defense Acquisition Guidebook (DAG), Chapter 11.2, and in the IC in AT&L Handbook, released by the Director, OUSD(AT&L)/IC. In addition, DoD Financial Management Regulation 7000.14-R, (DoD FMR), Volume 12, Chapter 9, *International Agreements*, contains detailed information regarding funding and equitability with which DoD Components must comply when processing IAs and associated amendments.

2.4.1. Initiation of IAs. The objective of the initiation stage is to define the project, develop appropriate staffing documentation, and verify proponent support. The use of the International Cooperative Agreement Team (ICAT) concept is described in paragraph 2.4.2 and is critical to achieving this objective.

2.4.1.1. Preliminary or Exploratory Discussions. Preliminary or exploratory discussions are conducted to determine whether a potential project is the most cost-effective alternative to meet a USAF requirement. There is a clear distinction between “exploratory or technical discussions” and “negotiations.” Proponents may engage in preliminary or exploratory discussions with foreign counterparts to define and assess the viability and benefits of a potential cooperative project. USAF personnel must make clear to their foreign counterparts that they cannot make or accept binding commitments in such exploratory discussions and that the exploratory discussions do not constitute negotiations. Furthermore, DoD personnel are prohibited from offering to or accepting from representatives of a foreign government any draft agreement, whether titled as such or not. The proponent should consult with SAF/IAPQ concerning the difference between exploratory discussions and negotiations. See Attachment A2.1 for a recommended template when conducting preliminary or exploratory discussions with a foreign partner. Preliminary or exploratory discussions make take the form of an International Cooperative Agreement Team.

2.4.2. International Cooperative Agreement Team (ICAT). An ICAT is an integrated product team (IPT) formed to support the proponent in defining an international project and in drafting and staffing the documentation needed for an IAC agreement. The goal of an ICAT is to determine whether the proposed international project is feasible, to define the potential scope of the project, to determine appropriate management structures and funding sources, and to gain proponent management support for the IAC project. ICATs are the preferred means for developing and staffing IAC agreements. Through an ICAT, all stakeholders in an IAC project are given the opportunity to participate in developing, planning, and staffing of an IA early in the process, thereby improving the quality of the agreement and required documentation, as well as reducing the overall agreement development and staffing time.

2.4.2.1. ICAT Formation. An ICAT can be formed at any command level and will normally have the proponent serve as the lead. Core membership typically includes representatives from the disclosure, financial, international affairs (to include SAF/IAPQ as needed), legal, and programmatic communities. Other members may be added on an as-needed basis. At times, the ICAT may include membership from another MILDEP or from industry. In-country personnel (e.g., Offices of Defense Cooperation (ODCs), the European Office of Aerospace Research and Development (EOARD), the Asian Office of Aerospace Research and Development (AOARD), the Southern Office of Aerospace Research and Development (SOARD), etc.) will be members of the ICAT when beneficial to achieving the project objectives.

2.4.2.2. ICAT Responsibilities. The ICAT lead drafts appropriate staffing documentation, which is provided to SAF/IAPQ under official signature (defined as a memorandum to SAF/IAPQ from an official (O-6 or above) in the proponent’s organization who has the authority to commit funds and resources to the international agreement). The ICAT lead will also be responsible for ensuring dissemination of all

program information to the ICAT membership. The lead will develop, maintain, and distribute an e-mail roster of ICAT membership to facilitate communications.

2.4.2.3. Meetings. Face-to-face meetings will be held when necessary; but other communication venues such as teleconferencing, video conferencing, e-mail, and so on will be used to the extent practical. Early identification of issues and cooperation between all affected parties will enhance the agreement development and staffing process.

2.4.2.4. Action Items. The ICAT lead is responsible for documenting, tracking, and disseminating action items.

2.4.3. **Procedures for Staffing IAs.** The USAF must submit a memorandum to OUSD(AT&L)/IC to Request Authority to Develop a MOA. OUSD(AT&L)/IC has delegated the MILDEPs authority to develop LAs and PAs under umbrella MOAs so this requirement does not apply to LAs and PAs. In these cases, SAF/IAPQ staffs the LA or PA within the AF for RAD coordination before beginning negotiations. The typical process for developing, staffing, and negotiating IAs is shown in Figure 2.1 on page 16.

2.4.3.1. Staffing MOAs for RAD. Typically, to initiate the RAD process for MOAs, SAF/IAPQ staffs the draft SSOI, the draft MOA, and the draft DDL with appropriate HQ USAF offices to include the Assistant Secretary of the Air Force, Financial Management and Comptroller, Budget Management and Execution Directorate (SAF/FMBM), Air Force General Counsel, International Affairs (SAF/GCI), the relevant Deputy Under Secretary of the Air Force, International Affairs (SAF/IA) Divisions, including the Foreign Disclosure and Technology Transfer (SAF/IAPD) and Weapons (SAF/IARW) Divisions, the appropriate Assistant Secretary of the Air Force for Acquisition (SAF/AQ) Directorate(s), and other offices, as appropriate. If there are HQ USAF comments or concerns, SAF/IAPQ adjudicates them, then re-staffs as necessary.

Upon HQ USAF approval of the draft documents, SAF/IAPQ forwards the SSOI (as well as the MOA text when OSD makes that request) to OUSD(AT&L)/IC with a formal RAD memorandum. OUSD(AT&L)/IC staffs the RAD to a number of offices, including appropriate OSD offices, MILDEPs, and other offices as appropriate, under a 21-working day silence procedure. If no objection is made within 21 working days, approval is assumed. **Note:** Several offices, including the Office of the Under Secretary of Defense (Comptroller) (OUSD(C)) and Office of the Secretary of Defense, General Counsel (OSD/GC), are exempt from the 21-working day silence procedure. When OSD approves the request, OUSD(AT&L)/IC formally delegates authority to develop and negotiate the MOA by memorandum to SAF/IA. Negotiations begin as soon as possible after the granting of RAD.

2.4.3.2. Staffing PAs and LAs for RAD. SAF/IAPQ staffs the draft SSOI, the draft PA or LA, and the draft DDL with appropriate HQ USAF offices to include SAF/FMBM, SAF/GCI, SAF/IAPD, SAF/IARW, the appropriate SAF/AQ Directorate(s), SAF/IA regional division(s), and other offices, as appropriate. When the HQ USAF staff has comments, changes, or otherwise does not approve the documents, SAF/IAPQ adjudicates them, then re-staffs as necessary. Upon completion of HQ USAF staffing, SAF/IAPQ initiates negotiations, as OUSD(AT&L)/IC has delegated the authority to develop PAs and LAs to the USAF.

2.4.4. Development and Negotiation. DoDD 5530.3 specifically prohibits DoD personnel from initiating or conducting negotiations of an international agreement without the prior written approval of USD(AT&L). SAF/IAPQ is the HQ USAF organization responsible for negotiating IAC agreements and will only conduct negotiations after it has obtained appropriate approval from HQ USAF offices and/or OUSD(AT&L)/IC. After RAD is granted, SAF/IAPQ will transmit the draft IA to the prospective partners for negotiation. This is usually done by means of a memorandum via email from SAF/IAPQ to appropriate offices in the partner nation(s). This correspondence should include the draft IA text as well as a suggested approach and schedule for conducting the negotiations. The objective of the negotiation phase is for the USAF to reach agreement with the partner(s) on all of the terms of the international project and text of the IA.

2.4.4.1. Negotiating Team. SAF/IAPQ approves the membership of the negotiation team, which usually consists of a principal negotiator from SAF/IAPQ, a SAF/GCI representative, and subject matter experts, as appropriate. The principal negotiator is the spokesperson for, and manager of, the team. The parties will negotiate IAs in the most efficient manner possible, ranging from face-to-face meetings, through teleconferences and videoconferences, to e-mail, fax, telephone, or regular mail.

2.4.4.2. Delegation Guidance. Each IA negotiation is unique and is affected by the nature of the project, the number and identity of foreign partners, and other domestic and international considerations. Depending on the complexity of a specific negotiation, SAF/IAPQ will develop written guidance for all delegation members prior to the first negotiation session. This helps ensure team consistency and can lead to achieving an agreed IA text more quickly. The guidance could address items such as red-line topics, individual team member tasks, speaking assignments, and administrative protocols and procedures.

2.4.4.3. Non-binding nature of negotiations. During the negotiation process, the U.S. negotiators will make it clear to potential partners that they cannot make binding commitments until the negotiated agreement is approved by appropriate higher authorities.

2.4.5. Final Review and Approval. The objectives of the final review and approval stage are to obtain approval from OUSD(AT&L)/IC to conclude the IA following negotiations so as to enable signature of it by all involved parties.

2.4.5.1. SAF/IAPQ will submit a RFA package to OUSD(AT&L)/IC. The package will contain, at a minimum, a memorandum requesting final review and approval, the IA, and SSOI. **Note:** RFA packages with IAs using Section 27 of the AECA or Title 10 U.S.C. § 2350a with Friendly Foreign Countries (FFCs) as their legal authority must also include a draft certification to Congress.

2.4.5.2. OUSD(AT&L)/IC will staff the RFA package with all appropriate OSD offices, the MILDEPs, and other appropriate government agencies for coordination. Over the course of this step, SAF/IAPQ may be required to provide OUSD(AT&L)/IC additional information, coordinate proposed changes within the USAF, or renegotiate recommended changes to the IA with the foreign partner. If no issues are identified, OUSD(AT&L)/IC will sign a memorandum delegating authority to the Air Force to sign the IA. Normally,

this delegation is to SAF/IA, however, depending on the nature of the IA, it may be delegated and signed at a higher level.

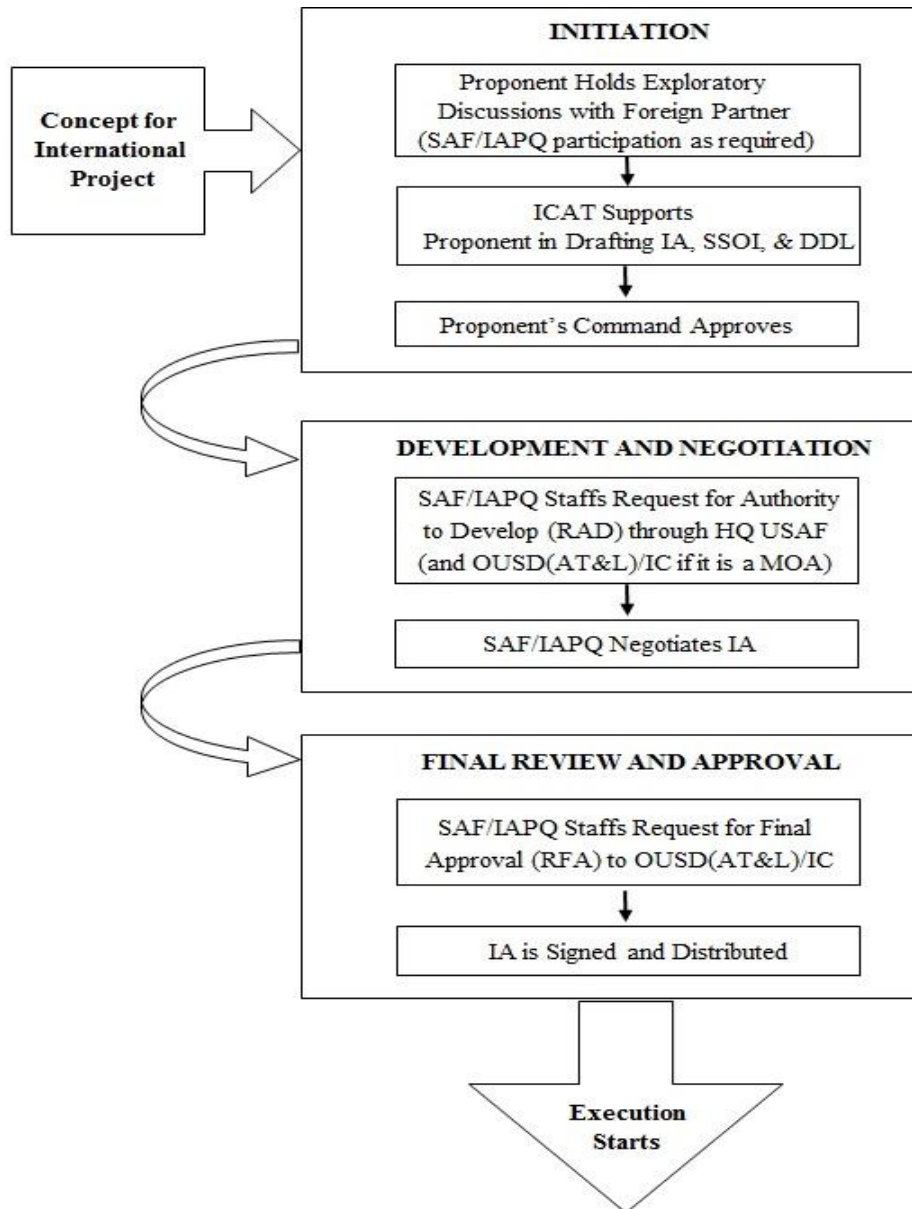
2.4.5.3. Upon receipt of the memorandum from OUSD(AT&L)/IC approving the RFA, SAF/IAPQ will prepare the appropriate number of original IA documents for USAF signature and for the signatures of all involved parties. The number of originals is normally determined based on each party receiving an original signed version of the IA. SAF/IA, the Assistant SAF/IA, and the Deputy Under Secretary of the Air Force, International Affairs, Director of Policy (SAF/IAP) are authorized signatories for USAF IAC agreements. Oftentimes, the IA enters into force on the date of last signature, however, some IAs spell out unique entry into force circumstances within their text.

2.5. Pre-Signature Requirements for IAs.

2.5.1. **Agreements in a Foreign Language.** In accordance with DoDD 5530.3, paragraph 8.11, no IA may be concluded in a foreign language unless the agreement expressly provides that: (1) the English language text will be considered by the parties as the governing text in case of conflict between the different language texts; or (2) the agreement expressly provides that the English language text and the foreign language text are equally authentic. A linguistic certification that these criteria have been met must accompany the text of the agreement. A Certificate of Language Conformity will be issued after a thorough review of both the English and foreign language versions of the IA to ensure that both versions are in conformity with each other and have the same meaning in all substantive respects. The language certification format is provided in Attachment 2.5.

2.5.2. **Certification to Congress** is required for IAs falling under Section 27 of the AECA or for IAs involving FFCs under Title 10 U.S.C. § 2350a. Not less than thirty days before the signing of the IA, DoD is required to submit a certification or report on the proposed cooperative IA to the Speaker of the House of Representatives and to the Chairs of the Senate Committees on Foreign Relations and Armed Services. SAF/IAPQ prepares a draft of the certification for transmission to OUSD(AT&L)/IC. The certification format is provided at Attachment 2.6.

Figure 2.1. Typical process for developing, staffing, and negotiating IAs



2.6. Post-Signature Requirements for IAs.

2.6.1. Transmittal Memorandum. The Case-Zablocki Act (Title 1 U.S.C. § 112b) requires the Secretary of State to report all IAs, other than treaties, to Congress within sixty calendar days after entry into force. Accordingly, SAF/IAPQ uses a transmittal memorandum to forward copies of each signed MOA, PA, or LA to the Air Force Judge Advocate General, Operations and International Law Directorate (AF/JAO), OSD/GC, and to the Department of State (DoS) Assistant Legal Adviser for Treaty Affairs, within twenty days after entry into force. The number of certified copies required by each office above is specified in AFI 51-701. The transmittal memorandum must include a background statement meeting the requirements of DoDD 5530.3 Enclosures 3 and 6, and AFI 51-701. In the case of an IA

concluded in a foreign language, the Certificate of Language Conformity should also be attached. Each copy of the IA should include a Certificate of Authenticity (Attachment 2.7.) that attests to each copy being a true copy of the original IA. If the text of the IA is transmitted more than twenty days after its entry into force, the transmittal memorandum must state the reason for late submission.

SAF/IAPQ will use the above transmittal memorandum for disseminating the signed IA to the appropriate DoD, HQ USAF, and field-level points of contact. In conjunction with the transmittal memorandum, SAF/IAPQ will provide SAF/IAPD a copy of the signed agreement and the coordinated DDL. SAF/IAPD will approve the DDL and delegate disclosure authority for the IA as appropriate.

2.6.2. Steering Committee (SC) Appointment Letter. SAF/IAPQ will issue a SC appointment letter that defines the U.S. representative's role, responsibility, and authority for all IAs that have a SC.

2.6.3. Negotiating History File. In accordance with the provisions of DoDD 5530.3, SAF/IAPQ will maintain a complete negotiating history file that is compiled, retained, and maintained in retrievable form for all USAF IAC IAs.

2.6.4. Reporting Requirements. All IAs require submission of a final report (format in Attachment 2.8.) from their U.S. proponents to SAF/IAPQ. In addition, some IAs contain provisions specifying certain reporting requirements. U.S. project officers and MOA SC representatives must comply with both reporting obligations, as well as others necessary for the execution of IAs not cited herein. This includes IAs that use Coalition Warfare Program (CWP) funds (see Chapter 8) or management reports applicable at the field level, MAJCOMs, or HQ USAF.

2.7. Implementing, Amending, Withdrawing From, and Terminating IAs.

2.7.1. Implementation. After signature, some IAs require other documents for execution. For IAs that require the transfer of funds between the partners, a Financial Management Procedures Document (FMPD) is required. The FMPD contains the procedures to be used by the parties in execution of the financial aspects of the IA, for example, the details for using the banking system, payment schedules, etc. A Program Security Instruction (PSI) is usually required when the transfer of classified information is involved. The PSI contains all of the security arrangements and procedures that form the security standard operating procedures for the program. Both documents should be drafted as a team effort with the other parties to the IA early in the development process. Others examples of implementing documents called for in some IAs are a project plan and position descriptions for CPP. Proponents are responsible for developing all implementing documents and SAF/IAPQ will coordinate them with the appropriate HQ USAF and/or OSD offices.

2.7.2. Amendments. Amendments to an IA must be approved via the same procedures used to develop the original IA. They include those provisions which by themselves might form the basis of a separate agreement, such as a new phase or task, or that propose a new or altered obligation not previously contemplated by the parties or contained in the IA, e.g., changes in scope, task, contributions, classification, or duration of the IA. The required IA supporting documents for an amendment are the same as for the original IA, except that the proponent will submit an abbreviated SSOI containing only pertinent, revised information for

the proposed amendment to accompany the SSOI for the original agreement. Proponents should notify SAF/IAPQ of proposed amendments as soon as possible to ensure that the appropriate documents are prepared.

2.7.3. **Withdrawal and Termination.** If the USAF is considering unilateral withdrawal from an existing IA, the proponent will consult with SAF/IAPQ at least ninety days before the anticipated announcement date. If the decision to withdraw is mutually agreed, SAF/IAPQ, after consultation with SAF/GCI, will inform all signatories in accordance with the procedures outlined in the IA. Under the terms of most agreements, withdrawing parties retain certain obligations after withdrawal. Generally, responsibility for financial costs incurred up to the date of withdrawal, and for continued compliance with security, intellectual property rights (IPR), or other provisions continue after withdrawal from the agreement. The proponent will ensure that U.S. obligations are fully discharged and will report any partner non-compliance to SAF/IAPQ. Similar procedures will be followed when all parties agree to terminate the agreement.

2.8. HQ USAF, MAJCOM, and Proponent Responsibilities.

2.8.1. **SAF/IA will:** Sign IAs, or delegate signature authority for IAs, after obtaining OUSD(AT&L)/IC approval.

2.8.2. SAF/IAPQ will:

2.8.2.1. Participate in ICATs at the appropriate time in the IA development and negotiation process.

2.8.2.2. Ensure proposed IAs and supporting documentation are consistent with the IA GEN and other OSD guidance.

2.8.2.3. Coordinate proposed IAs and supporting documentation with appropriate HQ USAF staff elements.

2.8.2.4. Request authority from OUSD(AT&L)/IC to develop and negotiate MOAs or appropriate amendments on behalf of the USAF.

2.8.2.5. For IAs that use AECA Section 27 (Title 22 U.S.C. § 2767) or for IAs with FFCs that use Title 10 U.S.C. § 2350a legal authority, provide draft certifications for OSD to initiate the required thirty day Congressional notification period.

2.8.2.6. Serve as principal negotiator for all USAF IAC agreements.

2.8.2.7. Submit a RFA to OUSD(AT&L)/IC to conclude IAs.

2.8.2.8. Ensure that a Certificate of Language Conformity is prepared for IAs to be concluded in English and other languages, certifying that all texts are equally authentic.

2.8.2.9. In accordance with the requirements of the Case-Zablocki Act, also referred in short-form as the “Case Act,” forward reproducible copies of each signed IA to OSD/GC, the DoS Assistant Legal Adviser for Treaty Affairs, and AF/ JAO, plus copies to other appropriate USAF and DoD offices within twenty days after it has entered into force.

2.8.2.10. After signature of all MOAs and PAs, request that SAF/IAPD issue the approved DDL to the appropriate MAJCOM FDO.

2.8.2.11. Maintain the negotiating history for all USAF IAC IAs.

2.8.2.12. Coordinate USAF review of other DoD Component-proposed IAs and their supporting documentation.

2.8.2.13. Coordinate proposed international agreements with appropriate SAF/AQ directorates having the same or similar systems/technologies. Pre-coordinate the proposal with the Assistant Secretary of the Air Force for Acquisition, Special Programs, Operational and Export Policy Division (SAF/AQL), for SAF/AQL to determine Low Observable/Counter Low Observable technology protection considerations, and to coordinate on the program's AFPEO/AFTEO Director of Engineering Validated Critical Program Information (CPI)/R-CPI Assessment for Program Protection Planning, including protection of possible R-CPI with Anti-Tamper.

2.8.3. SAF/IAPD will:

2.8.3.1. Review IAs and supporting documentation to ensure consistency with national disclosure policy, export control regulations and that USAF operational and technical concerns are addressed.

2.8.3.2. Participate in ICATs as necessary.

2.8.3.3. Assist in the development of DDLs for umbrella MOAs.

2.8.3.4. Approve and issue the DDL to the appropriate MAJCOM FDO within 10 days of receipt or modification of the signed IA from SAF/IAPQ.

2.8.4. SAF/IARW will:

2.8.4.1. Review IAs and supporting documentation to ensure consistency with national disclosure policy, export control regulations and that USAF operational and technical concerns are addressed.

2.8.4.2. Participate in ICATs as necessary.

2.8.5. SAF/FMBM will:

2.8.5.1. Review proposed IAs, amendments, and supporting documentation to ensure that the funding availability and equitability requirements of the DoD FMR are met.

2.8.6. SAF/GCI will:

2.8.6.1. Review proposed IAs, amendments, withdrawals, terminations, and supporting documentation to ensure consistency with U.S. law, regulations, and policies.

2.8.6.2. Participate in ICATs, as necessary.

2.8.6.3. Provide expert legal advice for IAC-related matters and support negotiation of IAs.

2.8.7. HQ USAF/JAO will: Function as the USAF repository for all IAs signed by a USAF organization.

2.8.8. Other HQ USAF Offices will: Review IAs and supporting documentation to ensure consideration of assigned mission equities.

2.8.9. MAJCOMs will:

2.8.9.1. Review proposed DDLs prior to their submission to any HQ USAF office in order to ensure consistency between the proponent drafted proposed IA and FDO-drafted supporting DDL.

2.8.9.2. Re-delegate approved DDLs to appropriate field FDOs.

2.8.10. Proponents will:

2.8.10.1. Conduct preliminary or exploratory discussions for IAs with potential foreign partners.

2.8.10.2. Form and lead ICATs, as appropriate, within their command to develop draft IAs and supporting documentation.

2.8.10.3. Prepare, review, and forward official positions of support for IAC packages in accordance with the guidance provided in this Chapter.

2.8.10.4. Assist Program Managers (PMs) in implementing and managing approved IAs and making a final report on their results.

Chapter 3

THE AIR FORCE INFORMATION EXCHANGE PROGRAM (IEP)

3.1. Purpose and Objectives. The exchange of RDT&E information provides one foundation for the promotion of IAC. USAF personnel are encouraged to pursue information exchange with partners to meet the broad IAC objectives contained in AFI 16-110 as well as the following specific objectives:

- 3.1.1. Explore opportunities to promote future technology cooperation to enhance standardization and interoperability.
- 3.1.2. Establish and nurture relationships between the technology communities in the USAF and partner nations.
- 3.1.3. Remain abreast of defense-related technology development outside the United States.
- 3.1.4. Impart to partner nations the U.S. vision of the potential impact of information exchanges on various defense equipment programs.
- 3.1.5. Reduce costs by avoiding unnecessary duplication of RDT&E efforts.

3.2. IEP Background. The IEP allows for the exchange of RDT&E information on a reciprocal, balanced basis such that the RDT&E information exchanged between parties will be of approximately equivalent value, qualitatively and quantitatively. The IEP is used to exchange generic, non-system specific technology. The scope of the IEP should be broad enough to provide sufficient flexibility over the life of the IEP to allow for changes in RDT&E information and evolving military requirements. Industry participation must be in compliance with the terms and conditions of the Master Information Exchange Agreement (MIEA), the Information Exchange Annex (IEA), DoD industrial security and export regulations, and U.S. National Disclosure Policy (NDP). Industry or university participation is limited to entities under contract to DoD or foreign counterparts. Foreign industry participation is authorized only for countries with which the DoD has an industrial security agreement. In some circumstances, RDT&E information exchange is also authorized under other umbrella RDT&E IAs as well as program agreements. For example, information exchange is oftentimes allowed as a mechanism for the participants to determine which PAs to develop and conclude under RDT&E Program and Test and Evaluation (T&E) PAs.

IEPs are authorized by Title 10 U.S.C. § 2358. The MILDEPs conduct RDT&E information exchanges under DoDI 2015.4, Defense Research, Development, Test and Evaluation (RDT&E) Information Exchange Program (IEP). DoDD 5230.11, Disclosure of Classified Military Information to Foreign Governments and International Organizations, DoDD 5230.20, Visits and Assignments of Foreign Nationals, and DoDD 5530, also establish the legal basis for the establishment of IEP agreements and associated annexes.

3.2.1. Master Data Exchange Agreements or Master Information Exchange Agreements. The U.S. participates in the IEP through bilateral and multilateral Master Data Exchange Agreements/Information Exchange Agreements (MDEAs/MIEAs) with partner nations. These master agreements outline the terms, conditions, security classification, and procedures for the reciprocal exchange of scientific and technical information. For the U.S., MDEAs/MIEAs are negotiated and signed at the OSD level.

3.2.2. Data Exchange Annexes or Information Exchange Annexes. Annexes to MDEAs/MIEAs govern the type and range of information permissible for an exchange. OUSD(AT&L)/IC delegates authority to negotiate and conclude these annexes, termed Data Exchange Annexes/Information Exchange Annexes (DEAs/IEAs) to the services. There is no limit to the number of DEAs/IEAs the USAF may have with a specific country. However, DEAs/IEAs are constrained by provisions negotiated within their master agreement. The procedures for MDEAs/DEAs and MIEAs/IEAs are the same and, for simplicity purposes, only the terms MIEA and IEA will be used in the remainder of this Chapter. The typical duration of an IEA is five years, with an option for extension up to another five years; however, the governing MIEA may contain different timeframes as agreed with the partner nation.

3.2.2.1. IEAs exclude transfer of materials or equipment; technical data packages; production or manufacturing information and data packages; price and availability information on U.S. production or operational systems; and training. Any data provided will be safeguarded and will not be further disseminated without prior written approval from SAF/IAPQ. An IEA may not be used for the exchange of personnel, to provide technical services, be cited as authority to place contracts or for a cooperative RDT&E project, which formally commits the participants to fund specific RDT&E shared work. Expenditure of funds is limited to administrative and travel costs to support the proper management of the IEA.

Actors in the IEA process include:

3.2.3. Annex Authorities. Government officials authorized to act on behalf of the parties. For the USAF, SAF/IAP is the U.S. IEA Authority.

3.2.4. Technical Project Officers (TPOs). A government employee identified by a USAF program office specifically authorized to exchange RDT&E information under an IEA. USAF and foreign TPOs are responsible for overall management of information exchange activities under a specific IEA, including execution of associated exchanges and visits.

3.2.4.1. Associate Technical Project Officer (ATPO). A government employee identified by a USAF program office, nominated and assigned by the TPO, who assists the TPO in fulfilling the objectives of an IEA and in executing exchanges and visits.

3.2.4.2. Project Officers/Project Implementation Authorities. These terms were previously used and may be found in some older MIEAs. Terms are synonymous with TPO. Personnel who facilitate distribution of information as needed.

3.2.5. Establishments. Organizations that are potential sources or recipients of information exchanged under an IEA. The IEA Establishment listing may include several DoD organizations and may even list government entities outside the U.S. DoD or partner nation MOD if authorized by the MIEA. Neither U.S. nor foreign contractors, including “special status” contractors such as Federally Funded Research and Development Center (FFRDCs) or foreign equivalents, may be listed as Establishments. Contractors excluded from the annex Establishment list may participate in annex-related meetings or other interchanges based on mutual agreement between the parties. Establishments do not have the authority to disclose or transfer information under the IEA.

3.2.6. Foreign Disclosure Officers or Designated Disclosure Authority (DDA). A U.S. Government official designated by SAF/IAPD who assists the TPO in approving the disclosure of classified information and Controlled Unclassified Information (CUI) authorized under the DDL for the IEA.

3.3. Documentation Requirements for an IEA.

3.3.1. The USAF, another DoD Component, or government of a partner nation may propose an IEA. An International Cooperative Agreement Team (ICAT) as described in Chapter 2 may be used to assist proponents in pursuing an IEA. The following documentation, considerations, and procedures are involved in establishing an IEA.

3.3.2. At the proponent level, the U.S. TPO designate is responsible for coordinating the three documents necessary to staff a proposed IEA within the USAF:

3.3.2.1. **Proposed IEA.** This document should follow the format in the governing MIEA. If the MIEA does not have an IEA format, the U.S. TPO designate should use the IEA and DEA templates shown in Attachment 3. The IEA should include a definition of the technical scope; a listing of Authorities, TPOs, ATPOs, LOs, and Establishments; security classification of information to be exchanged; and other special provisions as required.

3.3.2.2. **Quid-Pro-Quo (QPQ) Analysis.** This is a U.S. Government-only document explaining the benefits the USAF and the partner country(s) expect to realize from the proposed IEA. The U.S. TPO designate will develop the QPQ analysis with inputs from appropriate sources. The QPQ analysis format is shown in Attachment 3.3.

3.3.2.3. **Draft Delegation of Disclosure Authority Letter (DDL).** A DDL providing disclosure guidance to the U.S. TPO and other U.S. participants is required for each IEA. In the event there is a conflict between the DDL and the MIEA or IEA, the DDL takes precedence with regard to the scope and type of U.S. information or data proposed for exchange. The draft DDL will be prepared by the local FDO in conjunction with the U.S. TPO and the MAJCOM FDO. A sample of the DDL format can be found in AFI 16-201 Attachment 3, or in Paragraph A2.2. of this AFMAN.

3.3.2.3.1. DDLs will be classified if the information contained therein is classified, based on derivative classification guidance or the compilation principle. Classifying a DDL based upon compilation requires endorsement by an original classification authority. The highest security classification level of information to be exchanged in a specific IEA must be consistent with the corresponding DDL and comply with the MIEA. Regardless of its classification, a DDL is not authorized for release or disclosure to any foreign government, representative thereof, foreign national, or international governmental organization.

3.3.2.3.2. The local FDO must review and approve all technical information proposed for exchange under the concluded IEA before the TPO forwards it to his or her foreign counterpart. Administrative and public domain information and correspondence may be sent directly.

3.4. IEA Process.

3.4.1. IEA Initiation. The objective of the initiation stage is to define the project, develop appropriate staffing documentation, and verify proponent support. TPOs or prospective proponents who receive a proposed IEA directly from a foreign country will consult with SAF/IAPQ to determine the best way to proceed.

3.4.1.1. Technical Assessment. To develop the documents in 3.3., the designated U.S. TPO must accomplish a technical assessment for proposed IEAs. The assessment may include exploratory visits to foreign research organizations. Various in-country U.S. offices such as the Offices of Defense Cooperation (ODCs), the European Office of Aerospace Research and Development (EOARD), the Asian Office of Aerospace Research and Development (AOARD), the Southern Office of Aerospace Research and Development (SOARD) can help provide appropriate points of contact. At a minimum, the following points should be identified during the technical assessment:

- 3.4.1.1.1. Tangible technical benefit to a U.S. program;
- 3.4.1.1.2. Specific U.S. application of the foreign technology;
- 3.4.1.1.3. Unique advantages of the foreign research programs, facilities, and personnel;
- 3.4.1.1.4. Impact on the U.S. program without the foreign technology;
- 3.4.1.1.5. Sensitivity or military criticality of proposed U.S. technology to be exchanged;
- 3.4.1.1.6. Potential application of U.S. technology by a foreign country;
- 3.4.1.1.7. Technology availability from other foreign sources;
- 3.4.1.1.8. Ensure the equitable exchange of information, consistent with national security policy and DoD security policy; and
- 3.4.1.1.9. Potential of damage to the U.S. from disclosure of U.S. technology to a non-participant in the IEA.

3.4.2. Participation in IEAs concluded by other MILDEPs or DoD Agencies. USAF proponents for information exchanges are encouraged to review opportunities to join proposed or active IEAs concluded by other agencies. Joining an active IEA can prove to be very effective in exchanging desired information while saving the time and overhead of starting a new IEA. In either of these cases, the USAF proponent should seek to become an ATPO to the exchange. Following the applicable elements outlined in paragraph 3.3., the USAF proponent should draft a QPQ analysis and a draft DDL specifying disclosure guidance for release of USAF-specific technical information, then forward the documents to SAF/IAPQ. SAF/IAPQ will staff the documentation as described below in paragraph 3.4.3.

3.4.3. Procedures for Staffing. After the proposed IEA and QPQ are drafted by the TPO and a draft DDL have been received from the local FDO, the three documents are submitted to IAPQ requesting HQ USAF approval under cover of a transmittal memo signed by an O-6 or above in the proponent's organization.

3.4.3.1. SAF/IAPQ will review and coordinate the proposed IEA and supporting documentation with appropriate HQ USAF offices to include appropriate SAF/AQ Directorates, SAF/GCI, SAF/IAPD, SAF/IA regional division(s), and other USAF and DoD component organizations as necessary depending on the type of information being considered for exchange. Upon approval from all relevant HQ USAF offices, IAPQ will

have the official authority to develop the IEA and can begin negotiating the draft agreement directly with the foreign partner involved.

3.4.4. Development and Negotiation. Negotiations with the partner country are primarily conducted via email but may be done in face-to-face visits, if necessary. SAF/IAPQ will answer questions and incorporate changes proposed during the foreign country staffing process after appropriate coordination with HQ USAF offices, field-level organizations, and/or TPOs.

3.4.5. Final Review and Approval. SAF/IAPQ will forward the proposed IEA to the Department of Commerce, Bureau of Industry and Security, Office of Strategic Industries and Economic Security (DOC BIS/SIES) with a courtesy copy to OUSD(AT&L)/IC, for review in order to ensure that there is no potential negative impact on the U.S. industrial base. DOC BIS/SIES is requested to respond within a 15-day period. In the event DOC submits a non-concurrence based on substantive objections and/or insufficient information provided, OUSD(AT&L)/IC and DOC BIS/SIES will discuss the matter and make a good faith effort to resolve the issue. If no accommodation can be made, OUSD(AT&L)/IC will notify DOC BIS/SIES in writing before taking final action.

3.4.5.1. After review by both the foreign partner and DoC, SAF/IAPQ will make any necessary revisions and resubmit to HQ USAF for final coordination if changes are substantial. SAF/IAPQ will then prepare two original versions of the IEA for SAF/IAP signature.

3.4.5.2. Once SAF/IAP has signed the IEA, SAF/IAPQ will forward both originals to the foreign country for countersignature. The foreign country will mail back the signed, original IEA to SAF/IAPQ. SAF/IAPQ will file the original agreement.

3.4.6. Post-signature Requirements. Upon receipt of the countersigned originals, SAF/IAPQ will use a transmittal memorandum to distribute electronic copies of the IEA and, if required, a Certificate of Language Conformity (Attachment 2.5.) all relevant stakeholders. This transmittal memorandum, similar in format to the one described in paragraph 2.6.1., is sent to a reduced distribution list since an IEA is not considered an IA. This memorandum is not sent to DoS or OSD/GC.

3.4.6.1. At the conclusion of this process, SAF/IAPQ will request that SAF/IAPD issue the approved DDL under agreed procedures.

3.4.7. Implementing, Amending, Withdrawing From, and Terminating an IEA.

3.4.7.1. Implementation. U.S. TPOs should identify information exchange objectives as needed within the QPQ analysis to clarify expectations during the life of the established IEA. Regular visits and/or communication between the U.S. and foreign TPOs is encouraged to discuss progress made against the objectives and to maintain awareness of technological advances and activities of the other party. All visits must comply with DoDD 5230.20 and AFI 16-201.

3.4.7.2. Amendments. An IEA must be amended when the TPOs intend to change the scope, security classification level, duration, or other significant aspect of the IEA.

3.4.7.2.1. The USAF TPO will evaluate proposed changes using criteria similar to establishing a new IEA and contact SAF/IAPQ for assistance in developing the amended IEA, an updated QPQ analysis, and DDL. The updated QPQ analysis

should describe the benefits already gained from the IEA and those likely to accrue from the amendment. The DDL should be reviewed for currency and changed, if necessary, or reissued if its content remains valid for the duration of the amended IEA.

3.4.7.2.2. The applicable elements outlined in paragraph 3.4. above will be used for approving the amended IEA.

3.4.7.2.3. Administrative Changes to an IEA. TPOs can propose administrative changes to existing IEAs, including updating the listed Establishments and Authorities. USAF TPOs will forward proposed administrative changes to SAF/IAPQ for approval. After approval, USAF TPOs will inform their foreign counterparts of the changes in writing, with copies to SAF/IAPQ.

3.4.7.3. Terminating an Annex. An IEA may be terminated by either country using the procedures stipulated in the MIEA and appropriate IEA. A TPO should make the termination request to the Annex Authority through SAF/IAPQ.

3.5. HQ USAF, MAJCOM, and Proponent Responsibilities.

3.5.1. SAF/IAP will:

3.5.1.1. Provide executive-level oversight for all USAF IEAs as the USAF Annex Authority.

3.5.1.2. Approve and sign IEAs following negotiation and HQ USAF coordination.

3.5.2. SAF/IAPQ will:

3.5.2.1. Advise U.S. TPOs on IEA process and procedures, including assisting in the drafting of the IEA and QPQ as needed.

3.5.2.2. Provide guidance to the U.S. TPO in initial technical discussions.

3.5.2.3. Review, staff, negotiate, and obtain HQ USAF approval for IEAs and amendments to IEAs.

3.5.2.4. Distribute copies of signed IEAs as described in this Chapter.

3.5.2.5. Ensure that periodic management reviews with partner nations review IEAs so that both sides can evaluate program effectiveness, resolve any problem areas, and capitalize on opportunities for increased cooperation.

3.5.2.6. Approve IEA administrative changes and terminations as appropriate.

3.5.2.7. Assess annual IEP information exchanges, visits, meetings, and the need for new or amended annexes.

3.5.2.8. Conduct initial and periodic TPO IEP management and responsibilities training.

3.5.2.9. Maintain a tracking and reporting database, and a distribution system for IEP information.

3.5.3. SAF/IAPD will:

3.5.3.1. Review IEAs and supporting documentation, including the DDL, to ensure consistency with national and USAF disclosure policy guidelines and export control regulations.

3.5.3.2. Approve and issue the DDL to the appropriate MAJCOM FDO within 10 days of receipt of the signed IEA from SAF/IAPQ.

3.5.4. SAF/IARW will:

3.5.4.1. Review IEAs and supporting documentation to ensure consistency with national disclosure policy, export control regulations and that USAF operational and technical concerns are addressed.

3.5.5. MAJCOMs will:

3.5.5.1. Promote the USAF IEP by seeking cooperative opportunities for RDT&E information exchange that can be quantified in a mutually beneficial IEA.

3.5.5.2. Review proposed DDLs prior to their submission to any HQ USAF office in order to ensure consistency between the proponent-drafted proposed IEA and FDO-drafted supporting DDL.

3.5.5.3. Re-delegate approved DDLs to appropriate field FDOs.

3.5.6. U. S. Technical Project Officers (TPOs) will:

3.5.6.1. Exercise day-to-day management of assigned IEA efforts in accordance with the terms and conditions of the IEA and the approved DDL. Ensure information exchanged is essentially equivalent in volume, criticality, and relevance.

3.5.6.2. Conduct technical assessments for proposed IEAs.

3.5.6.3. Prepare supporting documentation packages for proposed IEAs, amendments, administrative changes, terminations, and potential follow-on cooperative projects.

3.5.6.4. Ensure that ATPOs and Establishments understand, and are in compliance with, the terms and conditions of the IEA and the associated DDL.

3.5.6.5. Forward all technical information, except for administrative and public domain information and correspondence, to the local FDO for release approval prior to forwarding through channels to the foreign establishment(s).

3.5.6.6. Maintain an active dialogue and exchange of information with the foreign TPO(s).

3.5.6.7. Endeavor to meet with foreign TPO(s) regularly to maintain awareness of foreign technical capabilities, maximize IEA benefits, and explore opportunities for new or expanded cooperation activities. Generally, TPOs travel to the partner country on alternate years, although more frequent visits are encouraged if benefits are justified.

3.5.6.8. Maintain a complete set of IEA files to include the latest version of the IEA, all appropriate correspondence, current annual objectives (if appropriate), and a record of visits and information exchanged with the other country.

3.5.6.9. Establish the first year's annex information objectives.

3.5.6.10. Complete the IEP annex annual progress report, including a brief description of the year's activities; an assessment of the effectiveness of the annex in achieving exchange objectives; and next year's information exchange objectives.

3.5.6.11. Recommend annually to SAF/IAPQ whether or not the IEA should continue, be amended, replaced or terminated; and if the DDL needs revision.

3.5.7. U. S. Associate Technical Project Officers (ATPOs) will:

3.5.7.1. Assist the TPO in executing exchanges and visits for IEAs to which he/she has been assigned. In the case of assignment as an ATPO to an IEA signed by another MILDEP or DoD, work in conjunction with the TPO to achieve USAF objectives in the exchange.

Chapter 4

THE TEST AND EVALUATION (T&E) PROGRAM

4.1. Purpose and Objectives. The DoD-managed T&E Program allows USAF proponents to secure access to test facilities of a partner nation or international governmental organizations and vice versa. It also allows for cooperative activities on a reciprocal basis through T&E-related projects, information exchange, working group formation, project equipment transfers, and familiarization visits.

4.2. T&E Background. The T&E program is implemented through a bilateral Test and Evaluation Program (TEP) Memorandum of Agreement or Understanding (MOA or MOU), which establishes the broad terms and conditions for reciprocal and/or cooperative T&E activities. Acquisition or production programs and the provision of educational and training services are outside the scope of TEP MOAs/MOUs.

The T&E Program is authorized by Title 10 U.S.C. § 2350l and allows the SECDEF to enter into an international agreement (IA) with a foreign country or international governmental organization to provide for the testing of defense equipment at the other's test facilities. The legislation envisions payment of costs based on the direct costs incurred by the providing party plus indirect costs as mutually agreed in the governing IA, as determined by DOT&E per SECDEF delegation of authority.

T&E activities are normally carried out using two types of subordinate PA and LA type of mechanisms among others required on a case-by-case basis. The appropriate bilateral MOA/MOU usually contains templates for these documents. If not, proponents should consult with SAF/IAPQ for assistance in developing requisite documentation.

4.2.1. Reciprocal Use of Test Facilities (RUTF) PA. RUTF PAs describe a fee-for-service relationship in which testing services are provided at preferred (less than full cost of recovery) rates. Testing under a RUTF PA may be conducted for the purposes of developmental, operational, and live-fire T&E. RUTF PAs are considered IAs but do not require coordination at the OSD level. The U.S. signatory authority is the Director, Operational Test & Evaluation.

4.2.2. Cooperative T&E (CTE) PA. CTE PAs allow for the conduct of T&E projects under the terms of the applicable bilateral TEP MOA/MOU. Unlike RUTF PAs, CTE PAs do require coordination at the OSD level. They are also signed by the Director, Operational Test & Evaluation.

4.2.2.1. The PA brings allies or coalition partners together to assess materiel interoperability for collation operations and determine solutions to identified problems; evaluate U.S. and coalition partner(s) technical and operational concepts, and recommend improvements; increase coalition mission capability, using materiel quantitative data for analysis; validate developmental and/or operational testing methodologies that have coalition operations applications; improve modeling and simulation validity and interoperability with field exercise data; provide feedback to the acquisition and joint/coalition operations communities; and improve joint/coalition materiel tactics, techniques, and procedures.

4.2.3. Project Equipment Transfer (PET) or Equipment and Material Transfer (E&MT). PET or E&MT is a term used in a number of bilateral MOAs under the RDT&E Program. When processed as a stand-alone, they are essentially loan agreements and the USAF processes them as LAs (see Chapter 2).

4.3. T&E Documentation Requirements. A PA, SSOI, and DDL are required for T&E PAs as described in Chapter 2 of this AFMAN. Prior to developing this documentation, the project proponent must first develop a one-page project proposal for OSD DOT&E's consideration.

4.3.1. One-page Project Proposal (Required Only When USAF is the Requestor). For RUTF, CTE, and E&MT PAs under a TEP MOA/MOU, the project proponent is responsible for drafting a short proposal summary to develop the agreement (format at Attachment 4). The proposal is submitted to SAF/IAPQ for further submission to the office of the Director of Operational Test & Evaluation (DOT&E) in OSD.

4.3.1.1. Once DOT&E issues an Approval in Principle (AIP) letter granting the proponent's request, the proponent, working with SAF/IAPQ, drafts the PA, SSOI, and DDL (as needed).

4.4. T&E Process.

4.4.1. Initiation. See paragraphs 2.4.1. and 2.4.2. for guidance on initiating PAs, including background on exploratory discussions and the use of ICATs as needed.

4.4.1.1. U.S. Requested Services or Equipment from Foreign Partners. For RUTF projects requested by the United States, the USAF proponent must draft a one-page proposal summary to develop a RUTF PA as described in paragraph 4.3.1. DOT&E submits the proposal summary to the foreign partner and requests the Managing Agent (MA) provide an Approval in Principle (AIP) letter if the partner providing the service can support the request.

4.4.1.2. Foreign Partner Requested Services or Equipment from the United States. Foreign partners submit RUTF proposal requests to DOT&E who in turns forwards USAF related proposals to SAF/IAPQ. SAF/IAPQ coordinates the request with the Director of the Air Force, Test and Evaluation (AF/TE) to determine if the facility can support the requested test and if the test can be supported during the requested time period. If the proposed test can be supported, SAF/IAPQ provides concurrence on the issuance of an AIP letter to the partner supporting the request.

4.4.1.3. CTE PAs. AIPs are required for CTE PAs and follow the same guidance as for RUTF PAs described in paragraphs 4.3.1.1 and 4.3.1.2. above. However, AIPs for CTE or dually signed by both the U.S. and the foreign partner.

4.4.1.4. PETs can usually take place directly under bilateral T&E MOAs/MOUs or as part of a RUTF PA or CTE PA.

4.4.2. Procedures for Staffing, Development, and Negotiation. After DOT&E approval, SAF/IAPQ assists the proponent in drafting standard IA staffing documents (draft PA, SSOI, and DDL, if required), staffs the documents within HQ USAF for approval, and then negotiates the PA, as outlined in paragraph 2.4.4. SAF/IAPQ will then submit the draft PA and SSOI to DOT&E. For CTE PAs, DOT&E sends the documentation to

OUSD(AT&L)/IC for RAD. **Note:** For RUTF PAs, coordination is not required at the OSD level. At this stage, the RUTF PA is ready for DOT&E signature.

4.4.3. Final Review and Approval. Once the USAF and the foreign partner reach agreement on the PA text, SAF/IAPQ seeks final approval to conclude CTE PAs through OSD DOT&E. DOT&E will put in a RFA notification to OUSD(AT&L) at least fifteen working days prior to the planned signature date of the PA. OUSD(AT&L) will staff the final draft of the agreement with appropriate OSD offices, MILDEPs, DoS, and DoC under a fifteen day silence procedure. Additionally, the PA is sent to Congress for notification at least thirty days prior to U.S. signature. After the time period lapses, and no issues are identified, DOT&E is authorized to sign the agreement.

4.4.4. Post-Signature Requirements. After signature, DOT&E complies with appropriate Case-Zablocki Act procedures and provides a copy of the signed PA to SAF/IAPQ. SAF/IAPQ then provides a copy to the proponent for execution of the project in accordance with the terms of the PA and to SAF/IAPD when there is a DDL involved.

4.5. Responsibilities.

4.5.1. SAF/IAPQ will:

4.5.1.1. Assist USAF proponents participating in the T&E Program through technical assistance and advisory support in drafting relevant documents, along with any interfacing required with DOT&E.

4.5.1.2. Coordinate, negotiate, and conclude T&E Program IAs in accordance with the applicable procedures in Chapter 2 and the special procedures described in this Chapter.

4.5.2. SAF/IAPD will:

4.5.2.1. Review T&E PAs and supporting documentation, including the DDL, to ensure consistency with national and USAF disclosure policy guidelines, and export control regulations.

4.5.2.2. Approve and issue the DDL to the proponent FDO if required.

4.5.3. SAF/IARW will:

4.5.3.1. Review IAs and supporting documentation to ensure consistency with national disclosure policy, export control regulations and that USAF operational and technical concerns are addressed.

4.5.4. AF/TE will:

4.5.4.1. Review staffing packages to ensure consistency with USAF T&E policy and compliance with USAF T&E objectives.

4.5.4.2. Assist in identifying and determining if USAF facilities can support RUTF requests from foreign partners and if the test can be supported during the requested time period.

4.5.4.3. Provide appropriate personnel as members of ICATs, negotiation teams, and delegations at international forums and meetings, as required.

4.5.5. Proponents will:

- 4.5.5.1. Seek T&E cooperation opportunities with potential partner nations and international governmental organizations for mutual benefit.
- 4.5.5.2. Develop staffing documentation, with assistance from SAF/IAPQ, required for participation in the T&E Program.
- 4.5.5.3. Execute approved T&E projects in accordance with the terms of applicable IAs.

Chapter 5

THE FOREIGN COMPARATIVE TESTING (FCT) PROGRAM

5.1. Purpose and Objectives. The FCT Program provides funding for Test and Evaluation (T&E) of foreign Non-Developmental Items (NDI) and evaluates the NDIs developed by partner nations to determine if they satisfy military requirements or correct mission area shortcomings. The program aims to improve the U.S. warfighter's capabilities through rapidly fielding quality military equipment, 12 to 18 months after start funding of a project. Additionally, the program aims to reduce duplication in R&D, enhance standardization and interoperability, improve cooperative support, and promote competition and international technology exchange.

5.2. FCT Program Background. The FCT Program focuses efforts on identifying and testing items and technologies of our allies and other friendly nations that have a high Technology Readiness Level (TRL) in order to satisfy valid defense requirements more quickly and economically. It supports DoD and USAF policies of encouraging international cooperation and helps reduce overall DoD acquisition costs by facilitating the procurement of foreign NDI. The program is managed by the Director, Comparative Technology Office (CTO). CTO is administered under the Deputy Assistant Secretary of Defense for Rapid Fielding (DASD(RFD)) through the Assistant Secretary of Defense for Research and Engineering (ASD(R&E)). The FCT Program is funded under the defense-wide RDT&E appropriation. More information and guidance can be found at the OSD CTO website (<http://www.acq.osd.mil/cto/>) and the OSD CTO Handbook. Proponents should consult the website regularly and refer to the Handbook when contemplating an FCT proposal. SAF/IAPQ will normally request OSD funds for a FCT project duration of no more than two years. If adequately justified, OSD may approve funding for complex or high-cost systems for a longer period. USAF personnel will not use the FCT Program for exploitation, intelligence-gathering purposes, or to test U.S. systems. FCT is authorized under Title 10 U.S.C. § 2350a(g). The FCT Program is directed by *Defense FAR Supplement (DFARS)*, current edition, Part 207 and 211, DoDD 5000.01, and DoDI 5000.02.

5.2.1. Contracting Guidance. It is FCT policy for proponents to structure their acquisition and contracting strategies so there is a single contract to obtain the test articles with options for the first lot of production articles. This approach is commonly set-up as an "indefinite delivery, indefinite quantity (IDIQ)" contract. USAF contracting officers may purchase test articles and associated test support services from foreign sources in accordance with the requirements of the FAR. Test articles may also be obtained by lease or loan through an IA.

5.2.2. Federal Business Opportunities (FedBizOpps) (<http://www.fedbizopps.gov>). The intention to initiate an FCT project must be publicized in *Federal Business Opportunities (FedBizOpps)* as required by OSD policy to promote full and open competition. Sources responding to the *FedBizOpps* announcement that have been determined capable of meeting test objectives should be provided a solicitation that calls for proposals to include the prices for the test articles and priced options for production quantities. Procuring activities can then, without further competition, contract for production quantities if the item tests successfully and is determined to be the best value. Proponents should consult with SAF/IAPQ regarding the timing and content of the *FedBizOpps* announcement.

5.2.3. Foreign T&E Data. Pertinent T&E data obtained from foreign governments and manufacturers may be useful in reducing duplication of T&E effort and costs. Existing Memorandums of Agreement (MOAs) and Information Exchange Annexes (IEAs), when appropriate, will be used to facilitate exchange of FCT data. For countries where no appropriate agreements exist, T&E data may be obtained via a contract or a separately negotiated agreement. Classified or sensitive U.S. test data will be provided to the foreign governments or manufacturers only in accordance with U.S. disclosure policy and export controls.

5.3. Documentation Requirements.

5.3.1. The FCT Proposals. There are three FCT proposal formats: the FCT Project Nomination Form, the Draft Proposal, and the Final Proposal. They are designed to be submitted chronologically to reduce paperwork to a minimum while providing the highest quality USAF proposals.

5.3.1.1. The FCT Project Nomination Form (Attachment 5). Proponents submit this document to SAF/IAPQ at any time as the first step in the FCT process. The document is a one-page summary of the FCT proposal that answers basic questions about the effort. SAF/IAPQ uses this summary form to determine which proposed projects should move to the next step, the Draft Proposal.

5.3.1.2. The Draft FCT Proposal Format. The Draft Proposal should be concise and contain all information required by OSD on the CTO website (<http://www.acq.osd.mil/cto/>). Proposals must use the most current version of the format. Proponents should consult the CTO Handbook, also found on the CTO website, for an explanation of the required information and sample proposals. Proponents should work closely with SAF/IAPQ when developing the Draft Proposal.

5.3.1.3. The Final FCT Proposal. The Final Proposal is in approximately the same format as the Draft Proposal, however, it requires more detail and OSD considers it a finished product upon submission. OSD evaluates all the Final Proposals it receives and approves the highest rated proposals for funding. The proponent and SAF/IAPQ work together closely at this point in the FCT process.

5.4. FCT Program Process. Proponents should design FCT projects to evaluate whether test items satisfy validated USAF requirements and provide best value. The acquisition strategy should reflect these factors and support a procurement decision if the project satisfies both factors. An FCT project proposal must describe clearly the candidate item for test and the purpose of the evaluation.

5.4.1. FCT Project Criteria. The selection or rejection of a candidate item as an FCT project will depend on the extent to which a proposal satisfies the following criteria:

5.4.1.1. Provides a solution to a valid USAF requirement for which there is no existing U.S. system; or

5.4.1.2. Is an alternative to a U.S. system under development and the foreign item appears to offer significant cost, schedule, or performance advantages; or

5.4.1.3. Has the potential to correct an operational deficiency or shortcoming; or

5.4.1.4. Presents an alternative for military equipment, munitions, or a related technology or manufacturing process.

5.4.2. Proposal Considerations. The proponent submits a written summary documenting a thorough market investigation through a *FedBizOps* Sources Sought or Request for Information to determine availability of similar equipment, and identifies potential U.S. and partner country vendors.

5.4.2.1. If a domestic contender is identified through the *FedBizOps* solicitation or is planned, the domestic contender must be evaluated with USAF funds or the proposal withdrawn from competition.

5.4.2.2. The proponent indicates a serious intent to procure equipment that meets requirements and demonstrates best value to the USAF by having an endorsement from a General Officer or Senior Executive Service (SES) civilian and identifies procurement and support funds in the Future Years Defense Program (FYDP).

5.4.2.3. The candidate project offers, where applicable, potential for establishing a U.S. source to produce, under license, foreign-designed equipment or technologies.

5.4.2.4. The proponent is willing to share test costs, and the proposal addresses the willingness of the foreign government or industry to absorb all or part of the costs associated with providing test articles.

5.4.2.5. The proposal addresses allied interoperability and support considerations (e.g., is the item or system in, or about to enter, service with one or more allies or friendly countries?).

5.4.2.6. The proposal indicates the level of interest from other DoD Components in this effort.

5.4.2.7. The proposal identifies required security and disclosure plans associated with the test of the proposed equipment (e.g., security classifications, access requirements, and transfer of test articles, data, designs, and reports.)

5.4.2.8. The proposal does not contain funding for a domestic candidate.

5.4.2.9. The proposal does not contain or is an R&D effort.

5.4.3. The FCT Proposal Timeline. The following timeline is used to generate, review, and approve all FCT project proposals:

5.4.3.1. *December:* SAF/IA sends call letters to MAJCOMs, with copies to appropriate HQ USAF offices, soliciting USAF FCT nominations.

5.4.3.2. *February:* FCT Project Nomination Forms summarizing proposals are due to SAF/IAPQ for review.

5.4.3.3. *February-April:* After passing initial screening at HQ USAF, proponents work with SAF/IAPQ, the appropriate Program Element Monitors (PEMs), foreign industry, and others to generate Draft Proposals and build or update integrated product teams.

5.4.3.4. *April:* Draft Proposals are due to SAF/IAPQ for review.

5.4.3.5. *May*: Final Proposals are due to SAF/IAPQ for review and delivery to OSD on approximately 1 June. OSD begins its final review and preparation for proposal presentations to the OSD FCT Review Committee.

5.4.3.6. *June through early July*: SAF/IAPQ coordinates with the OSD FCT Review Committee and other offices, as required, and briefs USAF project proposals. Proponents may be required to brief or provide other support for their projects during this stage of the process.

5.4.3.7. *July*: OSD selects projects and notifies Congress.

5.4.3.8. *October*: OSD notifies the USAF of Congressionally-approved projects and distributes funds so that projects can start as soon as funds are available. OSD conducts an annual FCT kickoff meeting for all approved projects. Proponents must attend the kick-off meeting.

5.4.4. **FCT Reports.** OSD requires the USAF to submit monthly financial reports and Quarterly Progress Reports (QPRs). Both reports are typically one to two pages in length and should be consistent with the OSD CTO format provided by SAF/IAPQ to the proponent. OSD also prepares an annual year-in-review report to document FCT successes for the previous fiscal year. Finally, at the conclusion of an FCT project, the USAF must submit final test and close out reports. The OSD CTO Procedures Handbook provides guidelines on content, due dates, templates, and so forth to ensure consistency in report submissions. The Handbook is located at the CTO website at <http://www.acq.osd.mil/cto/>.

5.5. HQ USAF and Proponent Responsibilities.

5.5.1. SAF/IAPQ will:

5.5.1.1. Administer the FCT Program for the USAF.

5.5.1.2. Review, staff, and prioritize FCT nominations submitted by USAF proponents prior to submission to OSD.

5.5.1.3. Submit USAF FCT proposals to OSD in accordance with the published FCT timeline.

5.5.1.4. Notify FCT project proponents of approved projects after receiving formal notification from OSD. This notification will include any specific OSD guidance, recommendations, or restrictions regarding projects.

5.5.1.5. Distribute FCT funds to approved projects in accordance with OSD direction.

5.5.1.6. Provide monthly financial reports and QPRs on approved projects to OSD.

5.5.1.7. Submit T&E plans required by OSD prior to the start of testing.

5.5.1.8. Submit final reports to OSD.

5.5.1.9. Prepare and submit the USAF input for the annual year-in-review report.

5.5.2. Proponents will:

5.5.2.1. Seek opportunities within the acquisition process to identify, evaluate, and obtain for T&E purposes alternative foreign systems, equipment, or technologies to

determine whether they can satisfy USAF requirements and offer significant advantages in cost, schedule, or performance.

5.5.2.2. Submit an FCT Project Nomination Form for each proposed FCT project.

5.5.2.3. Submit Draft and Final Proposals for projects to SAF/IAPQ as described in this Chapter.

5.5.2.4. Support SAF/IAPQ proposal prioritization, as requested, with technical briefings presented by project proponents.

5.5.2.5. Conduct FCT projects in accordance with the approved proposals.

5.5.2.6. Plan, program, and budget for supplemental funding for test project execution to demonstrate USAF commitment.

5.5.2.7. Prepare and submit to SAF/IAPQ QPRs on approved projects no later than twenty working days after the end of each quarter. Report on the financial execution of FCT projects in accordance with the current guidelines posted on the OSD CTO website.

5.5.2.8. Prepare final test and close out reports in accordance with the current guidelines posted on the OSD CTO website.

Chapter 6

THE ENGINEER AND SCIENTIST EXCHANGE PROGRAM (ESEP) AND ADMINISTRATIVE AND PROFESSIONAL EXCHANGE PROGRAM (APEP)

6.1. Purpose and Objectives. This chapter describes the processes and procedures for the Engineer and Scientist Exchange Program (ESEP) and the Administrative and Professional Exchange Program (APEP), both of which are part of the Defense Personnel Exchange Program (DPEP).

6.2. ESEP and APEP Program Background.

6.2.1. APEP. A program to assign civilian or military personnel who are specialists in administrative, finance, health, legal, logistics, planning, and other support functions to foreign or DoD facilities. These assignments take place through the exchange of military and/or civilian management professionals. APEP provides on-site working assignments for foreign personnel in U.S. defense (government) establishments, and for U.S. personnel in foreign defense (government and contractor) establishments. The USD(Policy) is responsible for the administration of the APEP.

6.2.2. ESEP. A program that enhances the political and scientific needs of the U.S. by assigning civilian and military engineers and scientists to foreign (government) or DoD facilities to perform RDT&E work.

6.2.2.1. The USAF pursues these programs with allied and friendly nations as part of IAC portfolio. These programs serve the purposes of 1) advancing U.S. political and military objectives through scientific and professional exchange; 2) enhancing the technology base of the U.S. via international engagement; and 3) building and maintaining cooperative relationships with our international partners. These programs offer unique opportunities to fill gaps in the USAF knowledge base. A key element of the programs is the requirement that the placements meet the technological and political goals of the U.S., therefore all placement selections are made in a thorough and rigorous manner to ensure that the programs meet overarching political/military, scientific and professional goals.

6.2.2.2. The ESEP and APEP programs help the USAF stay abreast of concepts, ideas, approaches, and technologies developed in other nations, provide a foundation upon which to build future collaborative efforts and provide career broadening opportunities for Airmen. The ESEP and APEP programs are managed through MOAs, which assign MILDEPs as the Executive Agent (EA) for the agreement and require the appointment of a Managing Agent (MA) to handle the day-to-day execution of the ESEP/APEP. For those MOAs where the USAF is the designated EA, SAF/IAPQ carries out those responsibilities that include negotiating the original agreement, periodic review of the agreement for currency and possible amendment, and acting as the single point of contact (POC) for the other party. For those MOAs where the USAF is the EA, SAF/IAPQ is the MA for both the ESEP and the APEP.

6.2.2.3. ESEP and APEP placements will be done in a way that ensures mutual benefit of all the nations involved. Assignments in ESEP and APEP provide full-time, on-site work for U.S. and foreign military and civilian personnel as an integral part of the government

establishment of the other nation. These assignments also build organizational and personal ties that often survive long after the duration of any specific assignment, thereby providing a foundation upon which to build future international cooperative efforts.

6.2.2.4. The legal basis for all DoD personnel exchange and assignment programs is found in Public Law 104-201, Section 1082 and Title 10 U.S.C. § 168. DoDD 5230.20 and DoDD 5530.3 provide DoD policies and responsibilities for visits and assignments of foreign nationals to DoD Components.

6.3. ESEP/APEP Program Requirements.

6.3.1. Funding.

6.3.1.1. The parent organization, the component of the DoD/MOD to which exchange personnel belong, bears the costs of carrying out its participation in the ESEP/APEP, including the permanent change of station (PCS) costs of its participants. The host organization, the location where exchange personnel are assigned for duty, will bear the expenses for official temporary duty (TDY) conducted on behalf of the host. The parent organization will pay for any other travel of ESEP/APEP personnel for administrative purposes.

6.3.1.2. For USAF personnel selected for overseas assignment, and within budgetary limitations, SAF/IAPQ will provide funding for civilian PCS moves, TDY for language training, and the administrative overhead of the program. The parent organization will continue to pay the salary for civilian ESEP/APEP participants.

6.3.2. **Leave.** USAF personnel in foreign organizations and foreign personnel in USAF organizations under an ESEP/APEP assignment may observe the holiday schedule of either the U.S. or host nation as mutually agreed. Annual and sick leave will be granted according to the entitlements of the parent organization, subject to the approval of the appropriate authorities of the host organization.

6.3.3. **Position Description.** A Position Description (PD) describing the work that the ESEP/APEP participant is to perform will be developed for both USAF and foreign personnel participating in the exchange program. Participants in the ESEP/APEP remain in the employment of their parent organizations during their assignments. USAF ESEP/APEP managers will ensure USAF personnel receive foreign assignments that require involvement in a specific area or application that is of mutual interest to both countries, and maximizes, as much as possible, benefits to the USAF. Personnel on assignment under the ESEP/APEP are covered by an applicable Status of Forces Agreement (SOFA) if such an agreement exists. USAF personnel in non-SOFA countries will be supported through an International Cooperative Administrative Service Support (ICASS) agreement with the State Department.

6.3.4. Length of Assignment.

6.3.4.1. Participating USAF and foreign personnel normally will be assigned in the host country for a defined period between 12 to 24 months, on a PCS basis. SAF/IAPQ will consider assignments for less than 12 months or greater than 24 months on a case-by-case basis.

6.3.4.2. Requests for extensions for USAF-hosted foreign nationals will be made through the host organization to SAF/IAPQ with information copies provided to the local Foreign Disclosure Office (FDO).

6.3.4.3. Requests for extension of USAF ESEP/APEP participants will be made through the host organization back to SAF/IAPQ for coordination by affected USAF offices.

6.3.5. **Limitations.** The assignment of foreign ESEP/APEP personnel will not be used for training purposes or in combination with Foreign Liaison Officer (FLO) activities in support of Foreign Military Sales (FMS). The only training that may be conducted under ESEP/APEP is to familiarize, orient, or certify assigned personnel regarding unique aspects of their exchange positions. The ESEP/APEP will not be used for the purpose of augmenting staff positions or as a means to obtain personnel resources beyond authorized manning levels. ESEP/APEP personnel may not be used as a conduit for exchanging technical data or other controlled information between the governments. ESEP/APEP participants will not act as representatives of their government. Foreign personnel may not be assigned to a U.S. contractor facility.

6.3.6. **Applications for the ESEP/APEP.** For ESEP and APEP applications, the nominating command will send the package to MAJCOM and SAF/IAPQ for staffing and appropriate action. The nomination package should consist of the following documentation:

6.3.6.1. An application letter from the individual desiring the assignment to his or her commander requesting consideration for the program. The letter should have as attachments the documents listed below:

6.3.6.1.1. Professional Résumé, including skills and interests.

6.3.6.1.2. College Transcripts. Unofficial, legible copies are acceptable.

6.3.6.1.3. Performance Reports. Copies of the last three Officer Performance Reports (OPRs) or Civilian Performance Evaluations.

6.3.6.1.4. Defense Language Aptitude Battery (DLAB) and/or Defense Language Proficiency Test (DLPT) results.

6.3.6.1.5. Medical Certification. During the application phase, ESEP applicants must submit a simple medical statement in memorandum format certifying suitability of the entire family for duty overseas. Selected personnel in the ESEP program will be required to submit an AF Form 1466, *Request for Family Member's Medical and Education Clearance for Travel*.

6.3.6.1.6. A summary of career broadening objectives.

6.3.6.1.7. An endorsement letter signed at the parent organization's two-letter level stating full support for the application of the candidate. The endorsement should also acknowledge that the individual will remain on the parent organization Unit Manning Document (UMD) for the duration of the assignment (including language school, if applicable) and that the endorsing command will establish an overseas Operating Location (OL) to support the assignment.

6.3.6.1.8. An endorsement letter from an Air Force General Officer/Senior Executive Service in the nominee's chain of command describing the value the proposed

placement will provide. A statement will be included that outlines why the individual being placed is the best candidate to help realize these benefits, as well as a recommendation for a proposed follow-on assignment. Other pertinent inclusions in the endorsement letter are a statement on why the placement will provide benefit to the host country and political/military considerations that need to be addressed (if any).

6.3.6.1.9. A letter of application from the candidate. This will include an explanation of why the proposed laboratory/organization was selected for placement. The explanation should include a technical rationale for the proposed placement at the specific laboratory/organization, including a description of the work that is being performed at the site and how this work relates to USAF technical goals. If more than one laboratory/organization is suggested for placement, a ranking of preference should be provided. The letter should also tell why the applicant wants to participate in the ESEP/APEP program and why he or she would be successful.

6.3.6.1.10. Additional Endorsement Letters. Candidates may provide additional letters of recommendation if desired.

6.4. ESEP/APEP Program Process. ESEPs and APEPs are implemented through formal bilateral MOAs concluded pursuant to DoDD 5530.3. Each MOA typically addresses management arrangements, personnel selection criteria, financial and administrative matters, intellectual property rights, and security. ESEP and APEP MOAs are processed using the same manner as outlined in Chapter 2.

6.4.1. Foreign ESEP/APEP Personnel at USAF Facilities. There are two standard milestones for ESEP/APEP placements as stated in enabling MOAs. Nations nominating participants are normally expected to do so at least nine months prior to the intended arrival and receiving nations are expected to have approved positions identified 4 months prior to arrival. To meet these timelines, the USAF will use the following procedures for placing foreign exchange personnel at its facilities:

6.4.1.1. Nomination. Foreign governments submit their candidate résumés to the EA for placement. In the cases where the USAF is the EA for an APEP and ESEP agreement, Air Force Office of Scientific Research (AFOSR) will handle the nomination package using appropriate procedures found in the following paragraphs. If another MILDEP or Defense Agency has been designated EA, that EA will send appropriate résumés to AFOSR for ESEP for APEP placement.

6.4.1.2. ESEP Placement. Foreign candidates will be processed in groups, whenever possible, to facilitate in- and out-processing. When the USAF is the EA, AFOSR will coordinate with other MILDEPs to decide which MILDEP will attempt to place each foreign candidate based on résumé content. If necessary, embassy representatives will be asked to clarify candidate qualifications. In those cases where USAF is the logical choice for placing a candidate, AFOSR will identify a prospective USAF host organization; forward the résumé of the candidate to that organization and include the host organization's relevant MAJCOM/Agency as well as the local FDO; and begin working with the MAJCOM/Agency and host organization to explore options and draft appropriate staffing documents. The MAJCOM/Agency and prospective host organization should work closely with their respective FDO.

6.4.1.3. Development of the ESEP/APEP Placement Package. The prospective host organization, with the assistance of AFOSR, will develop the documents necessary to support the placement of the foreign ESEP/APEP candidate at its location. The following make up the placement package: the PD (presented later to the applicable foreign government for approval), an Extended Visit Authorization (EVA), a DDL, and a Security Plan (SP). **Note:** Templates for the PD, EVA, DDL, and SP are located in AFI 16-201. Because the approval level and timing of these documents vary depending on the level of the proposed information release, there are two paths for staffing the placement package:

6.4.1.3.1. Within 3 weeks of receiving the résumé of a foreign ESEP/APEP candidate, the potential host organization will forward a formal letter to SAF/IAPQ, AFOSR, and courtesy copy their MAJCOM/Agency, indicating interest in placing the foreign candidate. This letter will include a draft PD. Alternatively, the potential host will decline formally within the same time period if the proposed candidate cannot be placed at that facility. This allows time for AFOSR to seek an alternative location for the ESEP/APEP candidate.

6.4.1.3.2. In cases where the potential host organization has agreed to place the individual, AFOSR should receive the full placement package, including a revised PD if appropriate, within 4 weeks, under signature of the appropriate commander. Placement package will be coordinated through the host organization's MAJCOM/Agency.

6.4.1.4. Foreign Disclosure. The disclosure guidance for USAF-hosted APEP and ESEP personnel is defined in an approved Extended Visit Authorization (EVA) and in a Delegation of Disclosure Authority Letter (DDL) (Attachment 2.2), if required. A Public Domain (Public Release) foreign exchange at a U.S. facility does not require a DDL. All other ESEP/APEP exchanges at a U.S. facility require a DDL. EVAs and DDLs for ESEP exchanges that fall under ESEP General Delegation No. 06 covering unclassified, including Controlled Unclassified Information (CUI)) are approved at the local FDO level. SAF/IAPD approves all DDLs to support ESEP/APEP positions that require access to unclassified and classified information.

6.4.1.4.1. Foreign participants desiring to retain information and documents after completion of their assignment (regardless of type of information) must make a request through his or her embassy. Documents cleared for public release are the only exception to this policy.

6.4.1.4.2. USAF exchange personnel in foreign countries will have access to information as described in the applicable MOA, and, as authorized by the disclosure authority of the host organization, on a need-to-know basis. USAF exchange personnel may not pass documents or information to a DoD organization or the U.S. Embassy, or any of its establishments, without prior written approval from the disclosure authority of the host organization.

6.4.1.5. Security. A Security Plan (SP) is developed to provide the supervisor of an ESEP/APEP participant with security information supporting exchange activities at the organization and work center level. The author of the SP must tailor it to a specific position supporting specific requirements. The SP will not be shared with the foreign

national. It is intended to be a source of information to those working with, supporting, or exposed to the activities of the long-term foreign visitor.

6.4.1.5.1. AFI 33-200, *Information Assurance Management* and AFMAN 33-282, *Computer Security (COMPUSEC)*, contains guidance on the approval process for allowing foreign ESEP/APEP personnel access to USAF information systems. Host organization security managers should work with prospective supervisors of foreign exchange personnel to obtain appropriate access prior to the arrival of the exchangee.

6.4.1.5.2. Procedures for Positions Only Requiring Access to Unclassified Information:

6.4.1.5.3. Upon receipt of the full placement package, AFOSR will transmit the USAF-approved PD to the foreign embassy for acceptance and copies of the complete nomination package to SAF/IAPQ, SAF/IAPD and the appropriate FDO.

6.4.1.5.4. Procedures for Positions Requiring Access to Classified Information:

6.4.1.5.5. When a unique DDL must be drafted and approved for an ESEP/APEP exchange, AFOSR will form an International Cooperation Agreement Team (ICAT) to assist the host organization in developing all the placement package documents. The ICAT will consist of representatives from SAF/IAPQ, SAF/IAPD, relevant SAF/AQ directorates, the host organization's MAJCOM/Agency, the appropriate FDO, the prospective supervisor at the host organization, and the supporting security manager. The documents developed by the ICAT will be circulated to all members for comment. Once agreement is reached within the ICAT on the best way to proceed and on the text of all documentation, the host organization will forward the completed package with a formal letter of support to AFOSR. The goal for completing the activity of the ICAT is four weeks, but it will not adjourn until all stakeholders agree on the approach and associated documents. Upon receipt of the full placement package, AFOSR will transmit the USAF-approved PD to the foreign embassy for acceptance.

6.4.1.6. Preparation for the Arriving ESEP/APEP Candidate. The foreign embassy will notify AFOSR of the acceptance of the position by both the individual and the foreign parent organization and of the date of arrival. In turn, AFOSR will pass this information to the host organization, including the appropriate MAJCOM/Agency, and the prospective supervisor. Personal contact with the foreign ESEP/APEP participant is strongly encouraged prior to arrival in the U.S. A sponsor from the host organization, usually the supervisor, will be assigned to help settle the individual and his or her family. AFOSR will provide sponsors written guidance as to their responsibilities, best practices, cultural sensitivities, etc. In addition, at least 30 days prior to arrival the embassy will submit a formal visit request through the Foreign Visits System (FVS).

6.4.1.7. After Arrival of the Foreign ESEP/APEP Participant.

6.4.1.7.1. Immediately after the exchange participant arrives to the host unit, the supervisor in the host organization will discuss the program of work contained in the PD with the foreign participant. If this dialogue results in any proposed changes to the PD, they will be implemented locally, if possible, reported to AFOSR, and coordinated with the host organization's MAJCOM/Agency. If changes to the PD

require changes to U.S. information disclosure guidelines, approval by the appropriate FDO is required. If local authorities cannot reach agreement on accommodating the PD changes, the issue will be referred to AFOSR and SAF/IAPQ for resolution.

6.4.1.7.2. AFOSR and the foreign embassy POC provide information sources for both host organization supervisors and foreign ESEP/APEP participants.

6.4.1.8. Performance Evaluations. The immediate USAF supervisor of each foreign participant is responsible for preparing a performance evaluation of the foreign personnel assigned to their organization. Performance evaluations shall be forwarded through the unit's MAJCOM/Agency to AFOSR at the completion of the assignment, or annually, depending on the length of tour.

6.4.1.9. Administration of Foreign Personnel Assignments. Most of the details for administering ESEP/APEP assignments are contained in the governing MOA. The following subparagraphs summarize important points to consider:

6.4.1.10. General. Treatment of, and privileges accorded to, foreign exchange personnel will comply with applicable U.S. laws and DoD regulations. Regulations governing the treatment of foreign visits will be consulted for specific information on how the host installation or activity may grant access to, and use of, facilities and services. Relevant publications are DoDD 5230.20, DoDI 1000.13, *Identification (ID) Cards for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals*, and DoDI 1330.21, *Armed Services Exchange Policy and DoDI 1330.17, Armed Services Commissary Operations*. In general, the foreign civilian exchange personnel will enjoy privileges similar to those enjoyed by USAF civilian employees of equivalent grade. Privileges not available to U.S. citizens as USAF civilian employees will not be granted.

6.4.1.11. Housing. The USAF is not responsible for providing housing or other services beyond those normally accorded to U.S. civilians or contract employees. The host organization, however, will assist the participant with local administrative matters, settling into the new position, providing leads on housing, identifying local transportation, and so forth.

6.4.1.12. Use of Quarters. Use of visiting officer quarters may be authorized on a space-available, cost-reimbursement basis, as determined by the base commander.

6.4.1.13. Use of Medical Facilities. Emergency use of DoD medical facilities is possible pursuant to any reciprocal health agreement with the respective foreign government, where applicable. Typically, the foreign exchange personnel should obtain medical care in the civilian community.

6.4.1.14. Inventions. Foreign exchange personnel assigned to USAF facilities will be required to execute agreements ensuring that inventions conceived or reduced to practice in the performance of any work done on behalf of the U.S. will be made available for unlimited U.S. Government use under a royalty-free license. Formats for making these commitments are contained in the specific exchange MOA.

6.4.1.15. Proprietary Information. Foreign participants will be governed by at least the same limitations imposed on USAF personnel regarding the use of proprietary data and

will not disclose such data to any third party or government without the express written permission of the originator or owner of the data.

6.4.2. USAF ESEP/APEP Personnel at Foreign Facilities. The two standard milestones applicable for foreign ESEP/APEP placements in the U.S. also apply to USAF personnel nominated for assignment overseas. However, ESEP/APEP managers must account for a minimum of six months of language training prior to arrival at the assignment location. SAF/IAPQ should notify foreign nations of the desire to place ESEP/APEP individuals no later than nine months prior to the beginning of language training or, if language training is not required, the intended arrival at the overseas assignment location. Receiving nations are expected to have approved the assignment 4 months prior to the beginning of language training, or arrival in country, as applicable. SAF/IAPQ notification should include a résumé for the nominee in the format shown in the enabling MOA, and a statement regarding the timing of language training. To meet these timelines, SAF/IAPQ will use the following procedures for placing USAF exchange personnel at foreign facilities:

6.4.2.1. Eligibility Requirements. USAF personnel should meet the following requirements for consideration as exchange candidates:

6.4.2.1.1. Possess skills for, and interest in, an overseas assignment that has high potential for filling a gap in the USAF knowledge base.

6.4.2.1.2. Be a First Lieutenant, Captain, GS-12, GS-13, DRI, or DRII. Higher grades may also be considered, on a case-by-case basis.

6.4.2.1.3. Be an officer or civil servant with at least four years of experience by the time they arrive in country. Civil servants must have completed the probationary period.

6.4.2.1.4. Applicants should have a master's degree. A waiver may be considered for persons without a master's degree if they have had extensive practical experience. A request for waiver must be included with the application.

6.4.2.1.5. Applicants must successfully complete the DLAB test, or be fluent in listening and reading based on the DLPT in the language of the host country. Proficiency based on the DLPT in the host country language may waive the language training requirement.

6.4.2.1.6. The Rated Officer Assignments Section, HQ Air Force Personnel Center (AFPC), must approve rated military participation. Approval must be included in the application package.

6.4.2.1.7. Exceptional Family Member Program (EFMP). Exchange participants have limited access to military medical facilities while overseas. Applicants and their families must undergo an EFMP evaluation by their local medical facility and family advocacy office. If approved to participate, AF Form 1466, clearing the applicant and his or her family.

6.4.2.1.8. The Active Duty Service Commitment (ADSC) for military members is the Date Eligible for Return from Overseas (DEROS) and one year after PCS to CONUS from Overseas in accordance with AFI 36-2107, *Active Duty Service Commitments* (ADSC). Civil servants incur a one-year commitment if they attend language training.

6.4.2.2. Selection of USAF ESEP/APEP Personnel. SAF/IAPQ will staff ESEP/APEP nomination packages at the HQ USAF level and directly notify the parent organization, as well as those selected. SAF/IAPQ will forward the ESEP/APEP résumé to the U.S. Embassy POC. The process for selection of ESEP/APEP personnel is as follows:

6.4.2.2.1. SAF/IAPQ will convene and chair a selection panel. Generally the selection panel will consist of members from SAF/IAPQ, SAF/IAR, SAF/IAPD, SAF/AQH, SAF/AQR and AF/A1.

6.4.2.2.2. The selection panel will approve/disapprove placements based on available funding for that year, as well as the package's strengths. The selection panel will also make decision on country placement if more one laboratory/organization was selected.

6.4.2.2.3. SAF/IAPQ will submit copies of the résumés for selected ESEP/APEPs to the designated U.S. Embassy POC located in the proposed host country approximately sixteen months prior to the projected start of the overseas ESEP tour for cases where language training is necessary. ESEP selectees should be appropriately qualified in the language of the host country prior to arrival.

6.4.2.3. Placement. U.S. Embassy POCs will work with their host nation counterparts to develop proposed PDs and forward these proposed PDs back to SAF/IAPQ. SAF/IAPQ will forward proposed PDs to applicants and supervisors for review and acceptance. After both sides agree on the final placement location, there are a number of technical tasks that need to be accomplished or accounted for as follows:

6.4.2.3.1. SAF/IAPQ will work with the appropriate parent organization personnel office to create UMD Personnel Accounting Symbol (PAS) codes and assign exchange participants to the appropriate positions. The PAS codes and assignments are to be completed and active in the AFPC system at least 8 months prior to the start of the exchange tour.

6.4.2.3.2. The parent organization personnel office will issue TDY or PCS orders at least ninety days prior to departure to language training school (approximately nine months prior to the start of the ESEP tour). Orders will cover language school and the assignment overseas. The parent organization's personnel office will also conduct PCS out-processing to include obtaining theater clearances and passports for the employee and family members, as needed, arranging for necessary physical examinations, shipment and storage of household goods and vehicles, and ensuring pay and insurance continuity.

6.4.2.3.3. SAF/IAPQ and AFOSR will provide all USAF ESEP/APEP participants with background information on the assignment, security requirements, foreign disclosure policy, the host government, and support arrangements at least ninety days prior to PCS to the host country.

6.4.2.3.4. Appropriate USAF overseas POCs (e.g., European Office of Aerospace Research & Development (EOARD), Asian Office of Aerospace Research & Development (AOARD), Southern Office of Aerospace Research & Development (SOARD), Offices of Defense Cooperation (ODC), Joint U.S. Military Advisory Group (JUS-MAG), Air Attaché, etc.) will provide assistance to the exchange

participants and their families upon arrival overseas. EOARD has primary responsibility for assisting ESEP/APEP participants stationed in Europe and the Middle East. AOARD has primary responsibility for assisting ESEP/APEP participants stationed in Asia and Australia. SOARD has primary responsibility for assisting ESEP/APEP participants stationed in South America. Participants and their families are authorized TDY en route to the supporting base for administrative and in-processing activities before reporting to assignment at the host organization facility.

6.4.2.3.5. USAF civilian personnel, while participating in the ESEP/APEP program in the host country, will be entitled to a station housing allowance, if applicable. Civilian personnel may be eligible for available benefits normally accorded military personnel, to include use of U.S. commissaries, U.S. exchange facilities, U.S. Government medical facilities, and so forth. Generally, USAF ESEP/APEP personnel will locate their own housing, but may make requests for assistance of the designated support base or host organization.

6.4.2.4. After Arrival at the Host Organization. The exchange participant should meet with his or her supervisor as soon as possible after arrival to discuss the assigned PD and ensure that both agree on a complete program of work for the duration of the exchange.

6.4.2.5. Reports. During the assignment abroad, USAF participants will submit activity reports to SAF/IAPQ, AFOSR, and their parent organization every six months and at the end of the assignment (see Attachment 6.1). These reports will include a summary of work performed; participation in conferences, symposiums, and other meetings; a description of information and data derived from the exchange; the title and date (and co-authors, if applicable) of papers and reports prepared; recommendations for follow-on cooperation (e.g., DEAs/IEAs); and “lessons learned” from the overall assignment and exchange program.

6.4.2.6. Return Assignment. SAF/IAPQ will coordinate the return assignment with the parent organization of a civilian participant. Civilian participants return to their parent organization after completing their assignment. Returning military participants will work directly with AFPC to identify a return assignment. They may or may not return to their parent organization after completing their assignment, depending upon needs of the USAF. AFPC will update the personnel records of returning ESEP/APEP participants to indicate successful completion of an international assignment.

6.5. HQ USAF and Proponent Responsibilities.

6.5.1. SAF/IAPQ will:

6.5.1.1. Act as the EA for all ESEP and APEP personnel.

6.5.1.2. Develop, maintain, and promulgate USAF ESEP/APEP policy guidance and oversee program implementation.

6.5.1.3. Maintain oversight of the recruitment, screening, and placement process for all USAF and foreign ESEP/APEP participants. Participate in AFOSR-led ICATs as required.

6.5.1.4. Plan, program, and budget funding to implement the ESEP/APEP for the USAF.

6.5.1.5. Administer the process for placing foreign ESEP participants at USAF facilities. If the USAF is EA for a specific country, perform necessary coordination with other DoD Components in placing foreign participants in DoD facilities.

6.5.1.6. Administer the selection and placement processes of USAF ESEP participants in foreign countries. Perform all necessary administrative functions needed to place USAF ESEP participants in language training, their foreign assignments, and follow-on assignments. Serve as the liaison with U.S. overseas offices providing administrative support to USAF ESEP participants.

6.5.2. SAF/IAPD will:

6.5.2.1. Maintain a single ESEP DDL governing foreign ESEP participant access to CUI required to fulfill their responsibilities in approved placements.

6.5.2.2. Provide final approval of DDLs for positions requiring access to classified data.

6.5.2.3. Conduct foreign disclosure oversight of the USAF ESEP/APEP to ensure compliance with national disclosure and technology transfer policies and regulations.

6.5.3. AFOSR will:

6.5.3.1. Assist in the process of selecting USAF ESEP candidates for assignment overseas in accordance with the needs of the Air Force science and technology community.

6.5.3.2. Act as the MA for foreign ESEP and APEP personnel assigned to USAF facilities.

6.5.3.3. Form and lead ICATs for as required.

6.5.3.4. Act as the MA for U.S. ESEP/APEP personnel at foreign facilities.

6.5.4. Prospective Host Organizations will:

6.5.4.1. Review foreign ESEP/APEP candidate résumés provided by SAF/IAPQ for potential placement of the individuals at the host location.

6.5.4.2. Develop ESEP/APEP placement packages for foreign candidates in accordance with the procedures in this Chapter.

6.5.5. USAF Host Supervisors will:

6.5.5.1. Develop documentation for the placement packages of foreign exchanges on behalf of the prospective host organization and in conjunction with appropriate supporting offices.

6.5.5.2. Ensure all disclosures of U.S. information are in accordance with the applicable EVA and DDL.

6.5.5.3. Work closely with assigned foreign exchange personnel to maximize the benefit of the exchange to the USAF and to the individual.

6.5.6. Local FDOs will:

6.5.6.1. Assist the host supervisor in developing placement package documentation.

Chapter 7

THE INTERNATIONAL COOPERATIVE RESEARCH AND DEVELOPMENT (ICR&D) PROGRAM

7.1. Purpose and Objectives. The ICR&D Program promotes IAC activities with North Atlantic Treaty Organization (NATO) member states, NATO organizations, major non-NATO allies, and Friendly Foreign Countries (FFCs) by providing RDT&E funding to selected technology development and demonstration/validation projects that improve commonality, standardization, and interoperability.

7.2. Background. Initially, the ICR&D Program was developed and funded to improve what Congress perceived as inadequate cooperation between the U.S. and NATO nations in R&D. The program has since been expanded by Congress to include international participation by NATO, individual NATO member states, NATO organizations, major non-NATO allies, and FFCs. First enacted in the National Defense Authorization Act for Fiscal Year (FY) 1986, the legal authority behind the ICR&D Program was later codified in Title 10 U.S.C. § 2350a by Public Law 101-189, the National Defense Authorization Act for FYs 1990/1991.

7.2.1. The ICR&D Program uses RDT&E funds and, within certain limitations common to this appropriation, the funds are available for obligation during two fiscal years. While many other sources of funds are used to pursue R&D efforts, this program provides funding to capitalize on cooperative opportunities. ICR&D programs must also satisfy the following requirements prior to the expenditure of any funds:

7.2.2.1. The SECDEF (delegated to USD(AT&L)) must determine that the project will improve conventional defense capabilities through the application of emerging technology.

7.2.2.2. Projects must be conducted pursuant to a formal IA as described in Chapter 2.

7.2.2.3. ICR&D funds cannot be used to procure equipment or services from any foreign entity.

7.2.2.4. The foreign participant must provide an equitable share of the project costs. These project contributions cannot include any U.S. military or economic grants, loans, or other forms of assistance.

7.3. ICR&D Program Process.

7.3.1. Guidelines for Allocating and Managing ICR&D Program Funds. Selection of projects to receive ICR&D Program funding is constrained by the forecasted availability of funds. Funds cannot exceed a combined two-year total of \$1 million for any specific project. Projects outside the typical amounts/time may be considered with strong justification.

7.3.1.1. ICR&D Program funding is considered matching funding. The USAF proponent project office must commit funds (not including any non-financial contributions) from its own USAF RDT&E Program Elements (PEs) that are equal, or greater than, the amount of funding being requested from the ICR&D Program. The requirement to provide USAF funding in at least the same amount as the ICR&D Program matching funding is

for the total project, not necessarily within each FY. However, projects cannot be supported exclusively by ICR&D Program funds in any single FY.

7.3.1.2. The commitment of the USAF funding must be coordinated with the Program Element Monitor (PEM) for each PE. Joint projects entailing participation by other DoD agencies and MILDEPs must also be coordinated with the organization involved and the MILDEP international program office.

7.3.1.3. Current year funding for ICR&D projects may be used for projects programmed for future year ICR&D funding. For example, in order to fully obligate FY 12 ICR&D funding, a project originally scheduled to receive FY 14/15 funds could instead be awarded FY 12 funds.

7.3.2. Processes for Allocating and Managing ICR&D Program Funds.

7.3.2.1. Nomination and Review Process. Identification of potential projects to receive ICR&D Program funding begins with the SAF/IA call for proposals to appropriate HQ USAF offices and MAJCOMs issued in January or February of each year. Project managers complete and submit project nomination forms to SAF/IAPQ by April. **Note:** The project nomination form does not replace the SSOL, rather it serves only to identify and evaluate candidate ICR&D projects for funding. Project offices will be required to prepare documentation to support development and negotiation of an IA (see Chapter 2) for any project receiving ICR&D funding. The draft form for use in nominating ICR&D project can be found at Attachment 7. Proponents should consult with SAF/IAPQ for the latest version of the nomination form. Candidate project nomination forms received by the August due date each year undergo a review by an HQ USAF Review Panel convened by SAF/IAPQ. This panel meets to evaluate, select, and rank proposed projects eligible for ICR&D Program funding.

7.3.2.2. General criteria considered by this panel includes the extent to which the proposed cooperative project: (1) delivers significant improvements in conventional capabilities to the USAF through the application of emerging technologies or processes; (2) directly addresses a documented USAF requirement; (3) benefits the U.S. more than would a U.S.-only effort, and the benefits outweigh the technology transfer or program risks inherent in the cooperative project; (4) delivers products to the acquisition community for incorporation in systems; and (5) supports the Air Force Global Partnership Strategy. Specific criteria to be considered by the panel are described in the nomination form attached to the annual proposal call letter.

7.3.2.3. SAF/IAPQ will call on selected HQ USAF and other offices to identify participants for the Review Panel. **Note:** Other Review Panel participants may include SAF/IAPD, SAF/IAPS, SAF/IAR(s) Divisions, the SAF/IA Programming and Resources Division (SAF/IAGR), the Deputy Assistant Secretary for the Air Force for Acquisition, Science, Technology, and Engineering (SAF/AQR), and Acquisition, Special Programs (SAF/AQL). SAF/IAPQ will provide all project nomination forms to each member of the Review Panel for evaluation. On behalf of the panel members, SAF/IAPQ will issue any necessary requests for clarification. Typically, the panel process is completed within two weeks. During this period, project offices submitting nominations are expected to ensure their POC is available to answer questions about the proposed project. Project proponents may be asked to appear before the panel. Candidate projects prioritized

below the threshold of forecasted available funding will be considered for future funding in the event additional funds become available, or if the IAs for the more highly ranked projects are not signed.

7.3.2.4. In June, SAF/IAPQ will publish the Review Panel results, identifying those projects selected for ICR&D Program funding, their relative rank, and the funding amounts to be allocated to each project by FY.

7.3.3. Release of ICR&D Program Funds. ICR&D Program funds allocated to a particular cooperative project will not be released until the supporting IA has been signed. Following signature, SAF/IAPQ will distribute ICR&D Program funds to the project financial management team.

7.3.3.1. At the beginning of each FY, SAF/IAPQ will send the appropriate financial management office(s) an allocation letter identifying funding anticipated for both continuing and new projects for that year. Following the signature of the annual National Defense Appropriation Act and receipt of the subsequent budget authority, SAF/IAPQ will distribute ICR&D Program funds.

7.4. Reporting Requirements. Reporting requirements are necessary to accommodate management of the ICR&D Program and to ensure the continued viability of the ICR&D Program funds.

7.4.1. **Quarterly Reports.** For the period of the cooperative project, USAF project offices executing ongoing IAC projects using ICR&D Program funds must prepare and submit quarterly reports to SAF/IAPQ according to the guidance provided by SAF/IAPQ to the project offices. The format and specific contents of the quarterly report will be provided by SAF/IAPQ to the project offices.

7.4.2. **Monthly Financial Reports.** For the period of the cooperative project, USAF project offices executing ongoing IAC projects using ICR&D Program funds must prepare and submit monthly summary financial reports to SAF/IAPQ. The format and content of the reports can be found in Attachment 7.2. Although project offices are not required to submit monthly financial reports until they have received actual funds, they are strongly encouraged to begin coordinating with financial POCs to ensure that funds can be obligated and expended in an efficient manner.

7.4.3. **Project Final Reports.** Project offices executing ongoing IAC projects using ICR&D Program funds or using the legal authority provided by Title 10 U.S.C. § 2350a must submit three copies of each final report generated to SAF/IAPQ upon the conclusion of the project.

7.5. HQ USAF and Proponent Responsibilities.

7.5.1. **SAF/IAPQ will:**

7.5.1.1. Plan, program, and budget for the ICR&D Program.

7.5.1.2. Conduct an annual call for project nominations seeking ICR&D Program funding.

7.5.1.3. Convene an HQ USAF Review Panel to evaluate nominated projects, determine which are candidates for ICR&D Program funding, and rank the candidates in order of merit.

7.5.1.4. Provide the HQ USAF Review Panel results to USAF proponent project offices identifying those projects selected for ICR&D Program funding, their relative rank, and the funding amounts to be allocated to each project by FY.

7.5.1.5. Following signature of the IA for a project identified to receive ICR&D Program funds, release the allocated funds.

7.5.2. Proponents will:

7.5.2.1. Seek opportunities for ICR&D Program cooperation with partner nations.

7.5.2.2. Prepare ICR&D Program documentation in response to the annual USAF call for project nominations.

7.5.2.3. Form ICATs for approved projects immediately upon notification of project approval and provide SAF/IAPQ draft agreement staffing packages within three months.

7.5.2.4. Execute approved ICR&D Programs in accordance with existing IAs.

7.5.2.5. Submit final reports as described in this Chapter, Chapter 2, & Attachment 7.

7.5.3. GCQ will:

7.5.3.1. Review proposed ICR&D Programs to ensure consistency with U.S. law, regulations, and policies.

Chapter 8

THE COALITION WARFARE PROGRAM (CWP)

8.1. Purpose and Objectives.

8.1.1. The CWP is a defense-wide effort to assist the COCOMs, MILDEPs, and Department DoD organizations in integrating coalition-enabling solutions into existing and planned U.S. programs. The program focuses not only on short-term, interoperability-enhancing solutions, but also on early identification of coalition solutions to long-term interoperability issues (architectures, coalition requirements, major system acquisition) with a broad range of potential coalition partners.

8.1.2. The CWP takes a multidimensional approach to fostering interoperability between U.S. forces and coalition partners worldwide through IAC projects. First, the program promotes the development of solutions that support the near-term needs of warfighters across the regional COCOMs. Second, the CWP solicits projects that address critical capabilities anywhere across the spectrum of conflict, from humanitarian assistance and peacekeeping contingencies to high-intensity conflict. Finally, while the CWP emphasizes materiel and technological solutions, initiatives enabling interoperable transformation will be considered.

8.2. Background. Congress first authorized and appropriated funds for CWP in FY 2001. Since that time, OUSD(AT&L)/IC has planned, programmed, and budgeted for CWP seed money and provided guidance on the processes and rules of the CWP. Additionally, CWP supports international cooperative projects which foster coalition warfare pursuant to Titles 10 and 22 of the United States Code. USAF proponents for potential CWP projects should consult with SAF/IAPQ as soon as they have determined interest in a project submission and refer to the OUSD(AT&L)/IC CWP website (<http://www.acq.osd.mil/ic/cwp.html>) for guidance on the annual process, key documents, and templates of nomination forms, reports, etc.

8.3. CWP Process.

8.3.1. Selection of CWP Projects.

8.3.1.1. Nomination Process. Identification of potential USAF projects to receive CWP funding begins with a SAF/IA memorandum call for proposals to the MAJCOMs. This call memorandum is issued in the spring of each year. Several months are provided for proponents to complete and submit project Executive Summaries to SAF/IAPQ.

8.3.1.2. Proponents seeking CWP funding for a project must first complete the Executive Summary, and then a more detailed Project Nomination Form, to receive full consideration by the OSD CWP review board. Templates for these documents are at the OSD CWP website. Proponents must coordinate with the relevant FDO when drafting the initial proposal. Proponents should consider the following criteria in developing their proposal:

8.3.1.2.1. Strong project management. CWP only accepts project nominations from DoD organizations. CWP Project Teams must properly execute, manage, and report on the selected CWP projects, mitigating risks and seizing opportunities as they arise. Successful projects have achievable goals, reasonable funding requests, and executable transition plans.

8.3.1.2.2. Sound foreign partnership. CWP projects are collaborative efforts with foreign partners' defense organizations. The foreign partner(s) must have a demonstrable engagement in the RDT&E work, to include committing resources to the effort. The legal vehicles (e.g., required international agreements, licenses, security, etc.) and other requirements (e.g., foreign disclosure approvals, etc.) must be achievable.

8.3.1.2.3. Substantive RDT&E content. CWP, as an RDT&E program element, mandates that funding be used to execute research, development, test and evaluation projects. CWP projects must conform to the rules for RDT&E funding. Projects can include development across the RDT&E spectrum.

8.3.1.2.4. Warfighter emphasis. CWP selects projects that have the support of the COCOMs and that provide them the capabilities and coalition enablers they require to be successful in their missions and operations. Projects may support the full-range of DoD operations.

8.3.1.2.5. Sound resource planning. CWP funding should be requested for U.S. activities within a project. Selected projects will receive one to two years of funding—up to a maximum of \$1 million per year, which should be expended within three years. The request for CWP funding should be a fraction of the cost of the whole project and should be matched or exceeded by other U.S. resources. An organization's commitment to a project is weighed by the financial contributions that are directly applied to the RDT&E effort in the project. Projects should also show equitable cost sharing between the total U.S. (CWP and other U.S. contributions) and the foreign partners. Projects requesting the maximum CWP funding must demonstrate responsiveness to critical DoD needs.

8.3.1.2.6. Tangible outcomes. CWP projects result in tangible deliverables. Highly attractive projects develop and demonstrate solutions that reach warfighters within two to three years.

8.3.1.2.7. Transition plan. Transitioning a CWP project involves maturing the technology to the next phase of development, testing, or final fielding. CWP nominations must have an identified transition plan with written support from a transition manager showing commitment to the effort after the CWP project is completed.

8.3.1.3. HQ USAF Recommendation Process. USAF CWP project nominations undergo a review by an HQ USAF Review Panel convened by SAF/IAPQ. This panel serves to identify and rank proposed projects eligible for CWP funding for the purpose of making a USAF recommendation to OUSD(AT&L)/IC.

8.3.1.4. The OSD Selection Process. OUSD(AT&L)/IC will convene a review board to review the top nominations. The feedback from this review board will be used in the project selection process. The Director, OUSD(AT&L)/IC makes the final selection of projects for CWP funding. Selection is contingent upon the availability of funds and the degree project nominations address the criteria listed above and current prioritized coalition deficiencies. At the discretion of the board, offices submitting projects may be given an opportunity to clarify proposals.

8.3.2. International Agreements (IA). Generally, CWP projects require an IA to be negotiated and signed to facilitate the project (see Chapter 2). CWP project proponents should keep this in mind when developing their goals and schedules. OSD provides the funds directly to the project office.

8.3.3. CWP Reporting Requirements. Offices executing projects using CWP funds must prepare and submit monthly financial reports and Quarterly Program Reports (QPRs) to OSD with information copies to SAF/IAPQ. The OSD CWP website details the content and timelines for submission.

8.4. HQ USAF and Proponent Responsibilities.

8.4.1. SAF/IAPQ will:

- 8.4.1.1. Assist USAF proponents with developing project nomination documentation.
- 8.4.1.2. Convene an HQ USAF Review Panel to evaluate nominated projects.
- 8.4.1.3. Forward approved USAF nomination packages to OSD.
- 8.4.1.4. Participate in OSD/CTO Review Panel for all proposals.
- 8.4.1.5. Coordinate proposed CWP packages with appropriate SAF/AQ directorates having the same or similar systems/technologies.

8.4.2. Proponents will:

- 8.4.2.1. Draft appropriate documentation when nominating a project for CWP funding, consult with SAF/IAPQ and their local FDO during the process, and execute the approved project within the cost, schedule and performance parameters in the proposal.
- 8.4.2.2. Promptly submit periodic and final CWP reports to OSD with information copies to SAF/IAPQ.

Chapter 9

INTERNATIONAL OTHER TRANSACTIONS (OTS) AND NON-DOMESTIC COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS (CRADAs)

9.1. Purpose and Objectives. An International OT is available for SECDEF and the MILDEPs to use with foreign non-government entities, primarily industries and universities, and may be considered along with contracts and IAs during the development of an acquisition strategy. OTs are transactions other than contracts, grants, or cooperative agreements, and are used to accomplish various objectives. Non-domestic CRADAs enable the USAF to benefit from science and technology developed abroad.

9.2. Background. OTs are not subject to statutes and regulations that apply specifically to contracts, grants, and cooperative agreements (e.g., the Federal Acquisition Regulation (FAR)). Generally, there are two types of OTs: OTs for research and OTs for acquisition of weapon system prototypes. Particular policy guidance applies to each type of OT.

9.2.1. OTs for Research. OTs for research, authorized by Title 10 U.S.C. § 2371, support basic, applied, and advanced research. They can only be used when a standard contract, grant, or cooperative agreement is not feasible or appropriate. Cost must be shared and the U.S. cannot contribute a value greater than its partner. A determination justifying the use of an OT for research is required.

9.2.2. OTs for Acquisition of Weapon System Prototypes. OTs authorized by Section 845 of the National Defense Authorization Act for FY 1994, PL 103-160, as amended, may be used for acquisition of prototype projects relevant to weapon systems proposed to be acquired or developed by DoD. A “prototype” is an end-product that reasonably evaluates the technical feasibility or operational military utility of a concept or system. The use of Section 845 authority eliminates the applicability of some, but not all laws and regulations; and provides a flexible, relatively unstructured environment for the prototype project. For example, commercial practices rather than government-unique requirements may be used. Accordingly, traditional defense contractors are permitted to consider new ways of doing business and strictly commercial firms are permitted to do business with the DoD without changing their existing business practices. Unlike OTs for research described above, Section 845 OTs do not require cost sharing or a determination justifying their use but must employ competitive procedures to the maximum extent practicable. Over the years, Congress has added various amendments to the original legislation that require notifications and approvals in certain circumstances by USD(AT&L). Proponents should consult the “*Other Transactions*” *Guide for Prototype Projects* published by OUSD(AT&L)/DPAP and SAF/IAPQ for current requirements.

9.2.3. Non-domestic CRADAs. CRADAs are authorized by 15 U.S.C. § 3710a and explained in AFI 61-302, *Cooperative Research and Development Agreements* and the Air Force Technology Transfer Handbook. They can only be used when a standard contract, grant, or cooperative agreement is not feasible or appropriate. Only non-government foreign entities qualify for CRADA partnerships with USAF organizations according to 15 U.S.C. § 3710a. Specific guidance on non-domestic CRADAs is contained in Executive Order 12591, Section 4. The considerations and staffing procedures described below only apply when a

proponent contemplates concluding a non-domestic CRADA directly with a foreign entity. CRADAs are instruments qualitatively different from contracts, grants, and cooperative agreements that allow U.S. laboratory personnel to perform R&D in collaboration with foreign industrial or other non-government entities, such as universities, without the transfer of U.S. funds. The definition of foreign is as in Title 22, Code of Federal Regulations, § 120.16, International Traffic in Arms Regulations (ITAR), current edition.

9.2.4. Policy Considerations. When considering a non-domestic CRADA, USAF proponents should give appropriate consideration to the following in accordance with EO 12591, Section 4(a):

9.2.4.1. Whether such foreign companies or governments permit and encourage U.S. agencies, organizations, or persons to enter into CRADAs and licensing arrangements on a comparable basis;

9.2.4.2. Whether those foreign governments have policies to protect U.S. intellectual property rights (IPR); and

9.2.4.3. Where cooperative research will involve data, technologies, or products subject to national security export controls under the laws of the U.S., whether those foreign governments have adopted adequate measures to prevent the transfer of strategic technology to destinations prohibited under such national security export controls, either through participation in the Coordinating Committee for Multinational Export Controls or through other IAs to which the U.S. and such foreign governments are signatories.

9.3. Documentation Requirements.

9.3.1. OT Documentation. Prior to entering into negotiations with a foreign non-government entity, the proponent submits a Summary Sheet (Attachment 8) for the proposed International OT to SAF/IAPQ.

9.3.2. CRADA Documentation. The proponent must determine the status of the cooperating organization. Only non-government foreign entities qualify for non-domestic CRADA partnerships with USAF organizations. Prior to negotiating a CRADA with a foreign partner, the proponent submits the following documentation for the proposed non-domestic CRADA to SAF/IAPQ:

9.3.2.1. A memorandum from the office of the proponent in support of the non-domestic CRADA at the two-letter level.

9.3.2.2. The non-domestic CRADA Summary Sheet (Attachment 8).

9.3.2.3. A memorandum or email from the United States Trade Representative (USTR) stating there are no issues with developing the non-domestic CRADA. The proponent should consult with SAF/IAPQ for current procedures and POCs at the USTR office.

9.3.2.4. A statement signed by the local FDO identifying the work under a non-domestic CRADA as either public domain or export controlled.

9.4. Process.

9.4.1. Process for OTs.

9.4.1.1. Upon receiving a proposed Summary Sheet, SAF/IAPQ conducts HQ USAF staffing, responds to staff comments as appropriate, then sends a memorandum to the proponent authorizing negotiations. HQ USAF staffing includes, at a minimum, SAF/AQ, SAF/GCQ, SAF/IAPD, and the appropriate offices within SAF/IAR.

9.4.1.2. After receiving approval from SAF/IAPQ, the proponent negotiates and signs the International OT.

9.4.1.3. The proponent sends a copy of the signed International OT to SAF/IAPQ within twenty days of its conclusion or notifies SAF/IAPQ that a proposed International OT will not be concluded.

9.4.2. Process for Non-domestic CRADA.

9.4.2.1. Upon receiving a non-domestic CRADA package, SAF/IAPQ conducts HQ USAF staffing, responds to staff comments as appropriate, then sends a memorandum to the proponent authorizing negotiations. HQ USAF staffing includes, at a minimum, SAF/AQ, SAF/GCQ, SAF/IAPD, and the appropriate SAF/IAR regional division.

9.4.2.2. After receiving approval from SAF/IAPQ, the proponent negotiates and signs the non-domestic CRADA.

9.4.2.3. The proponent sends a copy of the signed non-domestic CRADA to SAF/IAPQ within twenty days of its conclusion or notifies SAF/IAPQ that a proposed non-domestic CRADA will not be concluded.

9.5. Responsibilities.

9.5.1. HQ USAF and Proponent Responsibilities for OTs.

9.5.1.1. SAF/IAPQ will:

9.5.1.1.1. Assist proponents as they develop International OT Summary Sheets.

9.5.1.1.2. Review, staff, and authorize negotiations for International OTs.

9.5.1.1.3. Act as the USAF focal point with OUSD(AT&L)/DPAP on International OTs.

9.5.1.2. SAF/IAPD will:

9.5.1.2.1. Review International OTs and supporting documentation to ensure consistency with national disclosure policy and export control regulations.

9.5.1.3. SAF/AQ will:

9.5.1.3.1. Review proposed International OTs and their supporting documentation to ensure consistency with USAF science, technology, and acquisition policies.

9.5.1.3.2. Coordinate with SAF/IAPQ on Section 845 International OTs to ensure timely information flow to OUSD(AT&L)/DPAP.

9.5.1.4. SAF/GCQ will:

9.5.1.4.1. Review proposed International OTs and supporting documentation to ensure consistency with U.S. law, regulations, and policies.

9.5.1.5. Proponents will:

9.5.1.5.1. Determine foreign ownership or control of prospective International OT partners.

9.5.1.5.2. Evaluate risks and, in conjunction with the local FDO, make a technology transfer determination.

9.5.1.5.3. Draft and submit International OT Summary Sheets to SAF/IAPQ.

9.5.1.5.4. When authorized by SAF/IAPQ, negotiate International OT terms and conditions with the potential partner.

9.5.1.5.5. Plan, program, and budget funding for, and perform the work specified in, the International OT.

9.5.1.5.6. Provide a copy of the signed International OT agreement to SAF/IAPQ within twenty days of conclusion or notify SAF/IAPQ that a proposed International OT will not be concluded.

9.5.2. HQ USAF and Proponent Responsibilities for Non-domestic CRADAs.

9.5.2.1. SAF/IAPQ will:

9.5.2.1.1. Assist proponents as they develop non-domestic CRADA Summary Sheets.

9.5.2.1.2. Review, staff, make any changes required by the staffing process, and authorize negotiations of non-domestic CRADAs.

9.5.2.2. SAF/IAPD will:

9.5.2.2.1. Review non-domestic CRADAs and supporting documentation to ensure consistency with national disclosure policy and export control regulations including review of the local FDO statement (paragraph 9.3.2.4) and compliance with EO 12591, Section 4(a) (paragraph 9.2.4).

9.5.2.3. SAF/AQ will:

9.5.2.3.1. Review proposed non-domestic CRADAs and their supporting documentation to ensure consistency with USAF science, technology, and acquisition policies.

9.5.2.4. SAF/GCQ will:

9.5.2.4.1. Review proposed non-domestic CRADAs and supporting documentation to ensure consistency with U.S. law, regulations, and policies.

9.5.2.5. Proponents will:

9.5.2.5.1. Determine foreign ownership or control of prospective non-domestic CRADA partners.

9.5.2.5.2. Evaluate risks and, in conjunction with the local FDO, make a technology transfer determination.

9.5.2.5.3. Draft and submit non-domestic CRADA packages to SAF/IAPQ for HQ USAF review.

9.5.2.5.4. Negotiate non-domestic CRADA terms and conditions with potential partners.

9.5.2.5.5. Provide a copy of signed non-domestic CRADAs to SAF/IAPQ within twenty days of conclusion or as soon as possible notify SAF/IAPQ that a proposed non-domestic CRADA will not be concluded.

9.5.2.5.6. Plan, program, and budget funding for and perform the work specified in concluded non-domestic CRADAs.

Chapter 10

USAF PARTICIPATION IN NATO AND OTHER FORUMS

10.1. Purpose and Objectives. This Chapter describes requirements and procedures for USAF participation in multilateral IAC forums associated with the NATO Conference of National Armaments Directors (CNAD) and discusses other forums that support International Armaments Cooperation (IAC) objectives.

10.2. The CNAD and Subordinate Groups. The CNAD is composed of the senior person responsible for defense procurement of each NATO nation. The U.S. CNAD Principal, referred to as the U.S. National Armaments Director (NAD), is the Under Secretary of Defense for Acquisition, Technology, and Logistics (USD(AT&L)). The CNAD advises the North Atlantic Council (NAC) and acts under NAC authority on matters pertaining to the development and procurement of equipment for NATO forces. The CNAD meets twice a year. When the CNAD is not in session, members of the national delegations to NATO meet as the National Armaments Directors Representatives (NADREPs) to address routine matters. DoDI 2010.4, *U.S. Participation in Certain NATO Groups Relating to Research, Development, Production, and Logistic Support of Military Equipment*, contains additional information.

10.2.1. Subordinate Groups. The CNAD has a subordinate group structure to support its activities. NATO identifies each CNAD group with an Atlantic Council (AC) number. There are three Main Armament Groups (MAGs) reporting to the CNAD: the NATO Air Force Armaments Group (NAFAG) (AC/224), the NATO Army Armaments Group (NAAG) (AC/225), and the NATO Naval Armaments Group (NNAG) (AC/141). The NATO Science and Technology Organization (STO) (AC/323) reports both to the CNAD and NATO Military Committee. Each of these groups establishes subgroups, as required. These groups provide a forum for exchanging information, exploring IAC opportunities, standardizing military hardware and software, and developing standardization agreements among NATO nations. The CNAD occasionally forms ad hoc groups or project steering committees to address special issues or individual IAC projects.

10.2.1.1. NAFAG. The primary CNAD-subordinate group in which the USAF participates is the NAFAG. The U.S. NAFAG Principal is appointed by SAF/AQ. The NAFAG mission is to enhance the effectiveness of NATO air forces by promoting cooperation, standardization, and interoperability in the area of aerospace armaments through joint activities, information exchange, and materiel standardization agreements. The USAF participates in other CNAD groups as well as panels under the NATO Standardization Agency (NSA) to support the goals of IAC programs or as tasked by OSD.

10.2.1.1.1. The NAFAG has a subordinate group structure to support its activities. This structure includes the NAFAG Board of Advisors (BoA), three Aerospace Capability Groups (ACGs) and two Joint Capability Groups (JCGs): (1) ACG 2—Effective Engagement, (2) ACG 3—Survivability, (3) ACG 5—Global Mobility, (4) JCG ISR—Intelligence, Surveillance, and Reconnaissance, , and (5) JCG C2—Command and Control. ACGs may occasionally form subgroups to address specific

requirements. The USAF provides the majority of U.S. representation in these groups.

10.2.1.1.2. The other MAGs have a subordinate group structure to support their activities. Each MAG has a JCG administratively assigned to it. All of the capability groups are subject to joint participation according to their programs of work. As applicable, the USAF provides participation in these groups.

10.2.1.1.3. Procedural Guidance. USAF personnel attending meetings of the NAFAG and its subordinate groups will use the following paragraphs to guide their participation:

10.2.1.1.3.1. Each delegation to a NATO activity will designate a member as Head of Delegation (HOD) to be the principal representative. The HOD is accountable for due diligence before, during, and after meetings to include complying with the guidance in this AFMAN, in other pertinent directives, and from the U.S. Mission to NATO. The HOD represents the U.S. and its national positions. Other members of the delegation also represent the U.S. and support the HOD.

10.2.1.1.3.2. USAF delegates tasked with preparing or updating presentations and statements for a CNAD-subordinate group meeting will allow ample time for policy and foreign disclosure coordination.

10.2.1.1.3.3. USAF delegates will initiate requests for disclosure authorization as soon as possible (usually six to eight weeks) before a meeting date. A copy of the proposed presentation or statement, including viewgraphs, must be submitted to the appropriate FDO office.

10.2.1.1.3.4. When situations develop at meetings that are not covered by a coordinated U.S. position, the U.S. representative will determine whether a U.S. position on the issue can be derived or determined from available information and guidance. If a U.S. position cannot be determined at the moment, the U.S. representative will state that he/she will seek clarification and provide a U.S. position as soon as possible.

10.2.1.1.3.5. Informal discussions “on the margins” of a CNAD-subordinate group meeting (e.g., during meeting breaks) can often resolve differences among governments more easily than formal deliberations. USAF participants will follow the same U.S. policy and disclosure guidelines in such discussions as they would in formal deliberations.

10.2.1.1.3.6. USAF participants will treat all comments (prepared or extemporaneous) by the Chairman, Secretary, National Delegates, and other representatives at a CNAD-subordinate group meeting as if they were to be placed on the written record (referred to as a “Decision Sheet” or “Summary Record”) prepared by the Secretary, except in situations when a delegate requests the Chairman to permit off-the-record remarks.

10.2.1.1.3.7. Follow-Up. The USAF delegate at a CNAD-subordinate group meeting will ensure actions agreed to by the U.S. are completed and will report to

higher authority any difficulties with completion of actions.

10.2.1.1.3.8. All official written U.S. policy communications with the NATO International Staff and with the CNAD-subordinate group delegates from other governments are conducted through the U.S. Mission to NATO.

10.2.1.1.3.9. USAF delegates will follow the responsibilities and procedures for developing, ratifying, and implementing NATO standardization agreements contained in AFI 60-106, *The United States Air Force International Military Standardization Program*, and AFI 60-101, *Materiel Standardization*.

10.2.1.2. NATO STO. Formerly known as the RTA, the Collaboration Support Office (CSO) supports the Science and Technology Organization (STO). The STO promotes Science and Technology (S&T) among the collective needs of NATO, NATO members, and NATO partner nations. The STO is operated under the authority of the NAC which has delegated the operations of the STO to the S&T Board (STB) comprising the NATO Nations S&T managers. The STB is chaired by the NATO Chief Scientist who is permanently assigned to NATO headquarters and also serves as the senior scientific advisor to NATO leadership. More information can be found at <http://www.sto.nato.int>.

10.2.1.2.1. Technical panels, groups, and committees formed within the STO address a wide spectrum of scientific research activities. USD(AT&L) calls on USAF scientists to be members and occasionally act as chairpersons on behalf of all participating nations in these forums. USAF personnel are approved by SAF/AQR and then assigned to these positions by USD(AT&L) in a formal written letter. Funding to support USAF participants comes from the command to which the participant belongs.

10.3. USAF Responsibilities under the CNAD, the NAFAG, and the STO.

10.3.1. SAF/AQ will appoint an appropriate individual to serve as the U.S. NAFAG Principal.

10.3.2. The U. S. NAFAG Principal will:

10.3.2.1. Represent the U.S. at NAFAG meetings and provide coordinated policy guidance for USAF participation in the NAFAG and its ACGs.

10.3.2.2. Appoint USAF representatives to the ACGs and their subgroups.

10.3.2.3. Monitor, coordinate, and continually evaluate U.S. activity in the NAFAG to ensure USAF participation meets overall U.S. objectives.

10.3.3. The SAF/AQ NAFAG Staff Office will:

10.3.3.1. Make recommendations to the U.S. NAFAG Principal regarding policy guidance for USAF participation in the NAFAG and subordinate groups.

10.3.3.2. Make recommendations to the U.S. NAFAG Principal regarding the assignment of USAF representatives to the ACGs and subgroups.

10.3.3.3. Disseminate the results of activities in the CNAD and CNAD-subordinate groups to appropriate USAF organizations.

10.3.3.4. Prepare the U.S. NAFAG Principal for NAFAG plenary meetings, providing background material and coordinated U.S. positions.

10.3.3.5. Ensure that any U.S. classified or CUI has been authorized for release by the proper FDO.

10.3.3.6. SAF/AQR will serve as the central POC for USAF participation in the STO.

10.3.4. SAF/IAPQ will:

10.3.4.1. Assist USAF representatives to CNAD and NSA subordinate groups in obtaining appropriate approvals prior to engaging in activities that could lead to negotiations of an IAC international agreement (Chapter 2).

10.3.5. SAF/IAPD will:

10.3.5.1. Conduct foreign disclosure oversight of USAF participation in the CNAD, NAFAG, and STO to ensure compliance with national disclosure policy and export control regulations.

10.3.5.2. Provide final approval for DDLs required for disclosing classified information and CUI in support of CNAD, NAFAG, and STO studies, projects, and activities.

10.3.6. HQ USAF Offices and MAJCOMs will:

10.3.6.1. Nominate appropriate representatives for assignment to subordinate CNAD groups when requested by OSD or the U.S. NAFAG Principal.

10.3.6.2. Notify the U.S. NAFAG Principal when circumstances preclude attendance of the appointed USAF representative at a scheduled NAFAG-subordinate group meeting, and nominate a suitable replacement.

10.3.6.3. When requested, designate and make available USAF delegates to support CNAD-subordinate groups for which other DoD Components have the lead, and request support from other DoD Components as necessary.

10.3.6.4. Ensure representatives are adequately instructed on U.S. policy and procedures and properly prepared prior to meetings.

10.3.6.5. Ensure representatives obtain approval for the disclosure of classified information and CUI from the appropriate FDO.

10.3.7. USAF Personnel Appointed as U. S. Delegates or Principal Members to NATO Groups will:

10.3.7.1. Develop U.S. positions, plans, and propose actions for CNAD-subordinate groups to which they are appointed. In cases where these positions, plans, and actions are not covered by previous policy guidance, secure appropriate higher headquarters approval.

10.3.7.2. Provide the SAF/AQ NAFAG staff office and other HQ USAF offices and MAJCOMs, as appropriate, a detailed trip report following each NAFAG-related meeting that outlines goals and deliverables.

10.3.7.3. Provide to the SAF/AQ NAFAG staff office a letter of request for funding no later than thirty days before commencing NAFAG-related travel. Exceptions to this

timeframe will require written justification signed by the supervisor of the traveler. Also provide the SAF/AQ NAFAG staff office with reconciled TDY vouchers and relevant documentation within thirty days of concluding travel.

10.3.7.4. Trip reports from all NAFAG-related travel must be submitted to SAF/IAPQ within thirty days of returning.

10.4. Other IAC Forums. The USAF meets with partner nations in a wide variety of forums to help meet the overall goals and objectives of IAC. Some of the meetings are highly structured while others are more informal, but the intention is always to discuss topics that can lead to stronger partnerships, more effective coalition operations, and better equipment and materiel for the warfighter. SAF/IAPQ works to develop agendas that support the USAF objective of building partnerships and increasing partnership capability and interoperability. If a USAF proponent has an item or issue to present at one of these forums that supports these objectives, that proponent should contact SAF/IAPQ for procedures to make a submission to the U.S. organizer of that forum for inclusion of an agenda topic.

10.4.1. SAF/IA-Led IAC Forums. SAF/IA is co-chair to a number of forums to promote IAC, and develops new forums to address specific or emerging mission critical needs as necessary. A sample of these forums are referenced below, but should not be construed as a reflection of the full scope of forums SAF/IA manages over the course of a year. A current list of SAF/IA led forums can be attained by contacting SAF/IAPQ.

10.4.1.1. Australia. The Air Senior National Representative (ASNR) forum is an annual meeting co-chaired by the Australian Deputy Chief of Air Force and the Assistant SAF/IA. The forum deals with air, space, and cyberspace interoperability and cooperation and includes discussions on strategic planning, operational planning, capability development, combat support, and S&T. General Officers and Senior Executive Service (SES) civilians convene to discuss the topics listed above.

10.4.1.2. Brazil. Oversight of USAF IAC with rests with the National Executive Agents (NEA). The USAF NEA is the Deputy Under Secretary of the Air Force, International Affairs, Director for Policy (IAP) and the Brazilian NEA is the Director of the Aerospace Technical Center (CTA). The NEA concept was established in the Master Data Exchange Agreement for the Mutual Development of Military Equipment concluded between the Brazilian Air Force and the USAF that covers most current USAF IAC activity with Brazil.

10.4.1.3. Japan. SAF/IA conducts a regular Air Service-to-Service (S2S) Dialog with Japan. The purpose of this forum, as stated in the mutually agreed Terms of Reference (TOR), is to deepen mutual understanding on research, development, modification, and T&E conducted by both Air Forces. It also contributes to the OSD-led Systems and Technology Forum (S&TF) by promoting information exchanges on defense technology and acquisition-related matters. The co-chairs of this forum are the Head, Advanced Technology Office, Air Staff Office and SAF/IAPQ.

10.4.1.4. The Five-Power ASNR Forum. The USAF lead for this 2-star level forum with and the is the Assistant SAF/IA. The ASNRs meet one to two times a year to exchange information and oversee ongoing projects initiated within the forum. Responsibility for hosting meetings rotates among the members. The Five-Power ASNRs conduct much of

their business under the Aeronautical Cooperative Research and Technology Projects (RTP) MOU. The objectives of this MOU are the identification of common R&D needs and the conduct of collaborative projects that lead to the development of technologically superior and interoperable conventional weapon systems with the potential to improve future, long-term national and coalition warfighting capabilities. The RTP MOU scope includes cooperation in basic research, applied research, and advanced technology development. The Five-Power ASNRs form the Steering Committee (SC) for the RTP MOU, with a subordinate Working Group (WG) tasked to review the status of existing projects, explore cooperative opportunities, and make regular reports to the ASNRs. SAF/AQR provides the U.S. representative to the WG.

10.4.2. OSD-Led IAC Forums. OSD meets periodically with a number of nations interested in enhancing or developing an IAC relationship with the U.S. depending on the particular agenda, the USAF is asked to participate.

10.4.3. Air Force Research Laboratory (AFRL)-Led IAC Forums. The AFRL holds regular meetings with selected partner nations to capitalize on opportunities for S&T IAC activity.

10.4.4. The Technical Cooperation Program (TTCP). TTCP is a forum for defense S&T collaboration between Australia, Canada, New Zealand, the United Kingdom and the U.S. and is governed by its own MOU. The aim of TTCP is to foster cooperation in S&T areas needed for enhancing conventional national defense at reduced costs. To do this, it provides a formal framework that scientists and technologists can use to share information on national programs to reduce duplication, promote joint research, and collectively close gaps in the technology base. The scope of activities under the TTCP MOU ranges from basic research to JCTDs. DoDI 3100.8, *The Technical Cooperation Program (TTCP)*, and the TTCP website (<http://www.dtic.mil/ttcp/>) provide further guidance and information.

10.5. HQ USAF and Proponent Responsibilities for Other IAC Forums.

10.5.1. SAF/IA will: Provide appropriate leadership for IAC Forums and appropriate representation of OSD and AFRL forums.

10.5.2. SAF/IAPQ will:

10.5.2.1. Develop agendas for SAF/IA-led IAC forums that support USAF objectives of building partnerships, partnership capacity, and interoperability.

10.5.2.2. Upon receiving a white paper on an item or issue from an IAC proponent, work with forum organizers to include the proposal in agendas as appropriate.

10.5.2.3. Organize USAF support for OSD-led IAC forums.

10.5.2.4. Support AFRL-led IAC forums as required.

10.5.3. SAF/AQR will: Provide the U.S. member of the RTP MOU WG.

10.5.4. HQ USAF Offices and MAJCOMs will: Support other IAC forums as appropriate.

10.5.5. Proponents for Topics at IAC Forums will: Work with the relevant FDO, provide a one-page white paper to SAF/IAPQ at least two months prior to a scheduled forum that describes any item or issue proposed for presentation. This paper should be releasable to the partner nation(s) involved and contain sufficient detail that the meeting organizer and the

partner can analyze the proposal before the forum takes place and be prepared to make a decision on the proposal at the meeting.

Chapter 11

LEGAL AUTHORITIES

11.1. Purpose and Objectives. This Chapter briefly describes the legal authorities authorizing the majority of IAC activities. The laws listed in this Chapter govern the activities described throughout this AFMAN.

11.2. Background. Congress has enacted several laws authorizing components of the Executive Branch to enter into agreements with foreign nations for the purpose of enhancing mutual defense. Each such law contains specific objectives, grants specific powers, and imposes specific requirements. Accordingly, it is important to select the appropriate legal authority to facilitate the negotiation and execution of the proposed IA. More than one of the following legal authorities may be used or may be required for the execution of a particular IA. SAF/IAPQ will select the appropriate legal authority in consultation with SAF/GCI whose concurrence is required before negotiating or concluding an IA. The primary statutes authorizing IAs are:

11.2.1. Title 1 U. S.C. § 112b (Case Act). The Secretary of State (SECSTATE) shall transmit to Congress the text of any international agreement other than a treaty to which the U.S. is party no later than sixty days after the agreement has entered into force.

11.2.2. Title 10 U. S.C. § 139. Statue describes the authority and responsibilities of DOT&E.

11.2.3. Title 10 U. S.C. § 168. Authorizes SECDEF to conduct military-to-military contacts and comparable activities designed to encourage a democratic orientation of defense establishments and military forces of other countries. This includes the exchange of civilian or military personnel between the DoD and foreign MODs.

11.2.4. Title 10 U. S.C. § 2304c. Gives rationale for the head of a U.S. Government agency to be able to use procedures other than competitive procedures when conducting a procurement for property or services.

11.2.5. Title 10 U. S.C. § 2457. Authorizes SECDEF to standardize U.S. equipment, including weapons systems, ammunition, and fuel, procured for the use of the armed forces of the U.S. stationed in Europe under the North Atlantic Treaty or at least to make that equipment interoperable with equipment of other NATO members to the maximum extent feasible. Additionally, gives SECDEF authority to negotiate cooperative agreements with NATO members.

11.2.6. Title 10 U. S.C. § 2350a. This statute provides authority for cooperative R&D. It authorizes the SECDEF to enter into a formal agreement with members of NATO, NATO organizations, major non-NATO allies and Friendly Foreign Countries (FFCs) for the purpose of conducting cooperative R&D projects on defense equipment and munitions. All programs utilizing NATO Cooperative R&D funds rely on this legal authority. Before entering into a formal agreement, the SECDEF must determine that the proposed project will improve, through the application of emerging technology, the conventional defense capabilities of NATO, or the common defense capabilities of the U.S. and its allies. The SECDEF may only delegate this authority to the Deputy Secretary of Defense (DEPSECDEF) or to USD(AT&L). Title 10 U.S.C. § 2350a requires sharing of the costs of

the project (including the cost of claims) between the participants on an equitable basis. The allied participant may not use as part of its contribution any funds provided by the U.S. and all U.S. funds must be spent in the United States. A thirty day notification to Congress is required prior to signing agreements with FFCs.

Although 2350a and AECA Section 27 are similar in many respects, there are key differences. Section 27 allows for cooperative and concurrent production efforts and for the U.S. to mix and consolidate the participating governments' funding so that the pilot/lead nation can contract on behalf of the other(s). Section 2350a efforts have no Congressional notification requirement prior to signing the agreement unless FFCs are involved. An additional eight nations are extended FFC designation under 2350a – Bahrain, Jordan, Morocco, New Zealand, Pakistan, the Philippines, Thailand, and Taiwan. However, these nations are designated as major non-NATO allies under AECA Section 65 which authorizes loans but not cooperative production.

11.2.6.1. Title 10 U.S.C. § 2350a(e). This statute requires a Cooperative Opportunities Document (COD) that includes a statement regarding similar projects in development or production in another country; whether that project could satisfy a U.S. military requirement; the advantages and disadvantages on project timing, costs, technology sharing and Rationalization, Standardization, and Interoperability (RSI); and a recommendation as to the feasibility and desirability of a cooperative development. This requirement applies to all Acquisition Category I (ACAT I) programs before the first milestone or decision point. The COD is documented in Technology Development Strategy (TDS) for Milestone A and Acquisition Strategy (AS) for subsequent milestones as required per DoDI 5000.02.

11.2.6.2. Title 10 U.S.C. § 2350a(g). Authorizes SECDEF to test conventional defense equipment, munitions, and technologies manufactured and developed by NATO, a NATO organization, a NATO member, major non-NATO allies, and any other FFC, to determine the ability of such equipment, munitions, and technologies to satisfy U.S. military requirements or to correct operational deficiencies.

11.2.7. **Title 10 U. S.C. § 2350b.** This statute provides authority for other nations to award contracts and subcontracts on behalf of the U.S. The SECDEF, the DEPSECDEF, or USD(AT&L) may waive standard contracting provisions if the project is determined to significantly further RSI. This is done through a signed Determination and Findings (D&F) statement (Attachment 1.4 – Websites AFI 65-116).

11.2.8. **Title 10 U. S.C. § 2350l.** Authorizes SECDEF, with the concurrence of SECSTATE, to enter into an MOU (or other formal agreement) for the reciprocal testing of defense equipment. Section 2350l further defines the payment of costs associated with the reciprocal testing.

11.2.9. **Title 10 U. S.C. § 2358.** This statute authorizes the SECDEF or a MILDEP to engage in basic research, applied research, advanced research, and development projects. It can be used as authority for cooperating in these areas with a foreign government or international governmental organization pursuant to an IA. Section 2358 is often referred to as “general R&D authority.”

11.2.10. **Title 10 U. S.C. § 2371.** Authorizes SECDEF or MILDEP to enter into transactions (other than contracts, cooperative agreements, and grants) in order to carry out basic, applied, and advanced research projects.

11.2.11. **Title 15 U. S.C. § 3710a.** Authorizes each federal agency to permit the director of any government-operated federal laboratories, and when permitted, the director of any of its government-owned, contractor-operated laboratories, to enter into cooperative R&D agreements on behalf of the requesting agency with other federal agencies; units of State or local government; industrial organizations (including corporations, partnerships, and limited partnerships, and industrial development organizations); public and private foundations, nonprofit organizations (including universities); or other persons (included licensees of inventions owned by the federal agency).

11.2.12. **Title 22 U. S.C. § 2321k.** The President shall notify Congress at least thirty days before designating or terminating a country as a major non-NATO ally.

11.2.13. **Title 22 U. S.C. § 2767 (Section 27).** Section 27 of the Arms Export Control Act (AECA) provides broad authority for research, development, and acquisition. It authorizes the President to enter into cooperative projects with members of NATO and certain FFCs. DoD reports annually to Congress on all agreements concluded under Section 27. Section 27 permits partners to contract on behalf of one another; loan material, equipment, and supplies; share the cost of claims, and also authorizes U.S. procurement of foreign defense articles. When another nation contracts on behalf of the U.S. using this authority, a D&F pursuant to Title 10 U.S.C. 2350b must be approved prior to the transfer of U.S. funds to be placed on contract. Section 27 requires equitable sharing of the total project costs and joint project management. The DoD makes a thirty day notification to Congress prior to signature of the IA.

11.2.14. **Title 22 U. S.C. § 2796.** Leases of defense articles under Section 61 of the AECA may be used for cooperative RDT&E purposes and may be rent free. Section 61 leases require a written agreement, either as a stand-alone Loan Agreement (LA) or as part of a broader IA. Conditions for these leases are covered in detail in Chapter 11 of the DoD Manual 5105.38-M, *Security Assistance Management Manual*. All lease costs must be paid by the foreign partner or international governmental organization, to include depreciation, restoration or replacement, if required. Section 61 leases may be used for countries or international governmental organizations that are neither NATO members nor major non-NATO allies.

11.2.15. **Title 22 U. S.C. § 2796d (Section 65).** Section 65 of the AECA authorizes the loan of materials, supplies, or equipment for R&D purposes. It requires a written agreement, either as a stand-alone LA or as part of a broader IA. Section 65 authorizes the SECDEF to make loans to members of NATO or major non-NATO allies, and to accept as a loan or gift from such countries, non-strategic and non-critical materials, supplies, or equipment for the

purpose of conducting a cooperative RDT&E program. If the U.S. is the lender, it must incur no costs and must receive a report of the results of the foreign testing or evaluation without charge. If the item loaned is not expendable, it must be returned to the USAF in its original configuration. The implications of expending or consuming a loaned item are addressed in the DoD Financial Management Regulation, and may be authorized by SECDEF under Section 65.

HEIDI H. GRANT
Deputy Under Secretary of the Air Force
International Affairs

Attachment 1**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

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- Title 10 U.S.C. § 168, *Military-to-military contacts and comparable activities*
- Title 10 U.S.C. § 2304, *Contracts: Competition requirements*
- Title 10 U.S.C. § 2350a, *Cooperative research and development agreements: NATO organizations; allied and friendly foreign countries*
- Title 10 U.S.C. § 2350b, *Cooperative projects under Arms Export Control Act: acquisition of defense equipment*
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- Title 10 U.S.C. § 2350e, *NATO Airborne Warning and Control System (AWACS) program: authority of Secretary of Defense*
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- Title 10 U.S.C. § 2350l, *Cooperative agreements for reciprocal use of test facilities: foreign countries and international governmental organizations*
- Title 10 U.S.C. § 2358, *Research and development projects*
- Title 10 U.S.C. § 2371, *Research projects: transactions other than contracts and grants*
- Title 10 U.S.C. § 2531, *Defense memoranda of understanding and related agreements.*
- Title 10 U.S.C. § 2532, *Offset policy; notification*
- Title 15 U.S.C. § 3710a, *Cooperative research and development agreements*
- Title 22 U.S.C. § 2321k, *Designation of major non-NATO allies*
- Title 22 U.S.C. § 2761, *Sales from stocks*
- Title 22 U.S.C. § 2767, *Authority of President to enter into cooperative projects with friendly foreign countries*
- Title 22 U.S.C. § 2792, *Administrative expenses*
- Title 22 U.S.C. § 2796, *Leasing Authority*
- Title 22 U.S.C. § 2796d, *Loan of materials, supplies, and equipment for research and development purposes*

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DoDD 5230.20, *Visits and Assignments of Foreign Nationals*, 22 June 2005

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DoDI 1000.13, *Identification (ID) Cards for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals*, 5 December 1997

DoDI 1330.09, *Armed Services Exchange Policy*, 7 December 2005

DoDI 1330.17, *Armed Services Commissary Operations*, 8 October 2008

DoDI 1330.21, *Armed Services Exchange Regulations*, 14 July 2005

DoDI 2010.4, *U.S. Participation in Certain NATO Groups Relating to Research, Development, Production and Logistic Support of Military Equipment*, 12 December 1967

DoDI 2010.06, *Materiel Interoperability and Standardization with Allies and Coalition Partners*, 29 July 2009

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DoDI 3100.08, *The Technical Cooperation Program (TTCP)*, 7 August 2012

DoDI 5000.02, *Operation of the Defense Acquisition System*, 8 December 2008

DoDI 5200.39, *Critical Program Information (CPI) Protection Within the Department of Defense*, 16 July 2008 (Incorporating Change 1, December 28, 2010)

DoDI S-5230.28, *Low Observable (LO) and Counter Low Observable (CLO) Programs (U)*, 26 May 2005

DoD Manual 5105.38-M, *Security Assistance Management Manual*

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Defense FAR Supplement (DFARS)

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Federal Acquisition Regulation (FAR) (<https://www.acquisition.gov/FAR/>)

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OSD DOT&E Website: <http://www.dote.osd.mil/>

CWP Website: <http://www.acq.osd.mil/ic/cwp.html>

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(Attachment 7 - Determination and Findings Template)

Chairman Joint Chiefs of Staff Instructions:

http://www.dtic.mil/cjcs_directives/cjcs/instructions.htm

Federal Business Opportunities: <https://www.fbo.gov/index?cck=1&au=&ck=>

NATO STO: <http://www.sto.nato.int/>

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Adopted Forms

AF Form 847, *Recommendation for Change of Publication*

AF Form 1466, *Request for Family Member's Medical and Education Clearance for Travel*

Abbreviations and Acronyms

AC—Atlantic Council

ACG—Aerospace Capability Group

ADSC—Active Duty Service Commitment

AECA—Arms Export Control Act

AF/A3/5—Deputy Chief of Staff, Operations, Plans, and Requirements

AF/A5X—Director, Operational Planning, Policy, and Strategy

AFDD—Air Force Doctrine Document

AFI—Air Force Instruction

AF/JAO—Air Force Judge Advocate General, Operational Law Division

AFMAN—Air Force Manual

AFOSI—Air Force Office of Special Investigations

AFOSR—Air Force Office of Scientific Research

AFPC—Air Force Personnel Center

AFPD—Air Force Policy Directive

AFRC—Air Force Reserve Command

AFRL—Air Force Research Laboratory
AFRIMS—Air Force Records Information Management System
AF/TE—Director, Test and Evaluation
AIP—Approval in Principle Letter
ANG—Air National Guard
AOARD—Asian Office of Aerospace Research and Development
APEP—Administrative and Professional Exchange Program
ASD(R&E)—Assistant Secretary of Defense for Research and Engineering
AS&C—Advanced Systems & Concepts
ASNR—Air Senior National Representative
ATPO—Associate Technical Project Officer
CNAD—Conference of National Armaments Directors
CNSS—Committee on National Security Systems
COCOM—Combatant Command
COD—Cooperative Opportunities Document
COMSEC—Communications Security
CPI—Critical Program Information
CPP—Cooperative Project Personnel
CRADA—Cooperative Research and Development Agreement
CSO—Collaboration Support Office
CTA—Aerospace Technical Center
CTE—Cooperative Test & Evaluation
CTO—Comparative Technology Office
CUI—Controlled Unclassified Information
CWP—Coalition Warfare Program
CY—Calendar Year
DDL—Delegation of Disclosure Authority Letter
DDR&E—Director of Defense Research and Engineering
DEA—Data Exchange Annex
DEPSECDEF—Deputy Secretary of Defense
DEROS—Date Eligible for Return from Overseas
D&F—Determination and Findings

DFARS—Defense Federal Acquisition Regulations Supplement

DLAB—Defense Language Aptitude Battery

DLPT—Defense Language Proficiency Test

DoC—Department of Commerce

DoD—Department of Defense

DoDD—Department of Defense Directive

DoDI—Department of Defense Instruction

DoS—Department of State

DOT&E—Director of Operational Test & Evaluation

DPAP—Defense Procurement and Acquisition Policy

DPEP—Defense Personnel Exchange Program

DUSD—Deputy Under Secretary of Defense

EA—Executive Agent

E&MTA—Equipment and Material Transfer Arrangement

EAR—Export Administration Regulations

EFMP—Exceptional Family Member Program

EMD—Engineering and Manufacturing Development

EOARD—European Office of Aerospace Research and Development

ESEP—Engineer and Scientist Exchange Program

EXCOM—Executive Committee

FAC—Future Air Capabilities

FAR—Federal Acquisition Regulation

FCT—Foreign Comparative Testing

FDO—Foreign Disclosure Office

FFC—Friendly Foreign Country

FFRDC—Federally Funded Research and Development Center

FMPD—Financial Management Procedures Document

FMR—Financial Management Regulation

FMS—Foreign Military Sales

FY—Fiscal Year

FYDP—Future Years Defense Program

HOD—Head of Delegation

HQ USAF—Headquarters U.S. Air Force

IA—International Agreement

IAC—International Armaments Cooperation

IA GEN—International Agreements Generator

ICASS—International Cooperative Administrative Service Support

ICAT—International Cooperative Agreement Team

ICR&D—International Cooperative Research and Development

ID—Identification

IDIQ—Indefinite Delivery, Indefinite Quantity

IEA—Information Exchange Annex

IEP—Information Exchange Program

IPR—Intellectual Property Rights

IPT—Integrated Product Team

IT—Information Technology

ITAR—International Traffic in Arms Regulations

JCGISR—Joint Capability Group on Intelligence, Surveillance, and Reconnaissance

JCTD—Joint Capability Technology Demonstration

LA—Loan Agreement

LO/CLO—Low Observable/Counter Low Observable

MA—Managing Agent

MAG—Main Armament Group

MAJCOM—Major Command

MC—Military Committee

MDEA—Master Data Exchange Agreement

MIEA—Master Information Exchange Arrangement/Agreement

MILDEP—Military Department

MOA—Memorandum of Agreement

MOD—Ministry of Defense/Defence

MOU—Memorandum of Understanding

MPEP—Military Personnel Exchange Program

NAAG—NATO Army Armaments Group

NAC—North Atlantic Council

NAD—National Armaments Director

NADREP—National Armaments Director Representative

NAFAG—NATO Air Force Armaments Group

NATO—North Atlantic Treaty Organization

NDI—Non-Developmental Items

NDP—National Disclosure Policy

NDPC—National Disclosure Policy Committee

NEA—National Executive Agent

NNAG—NATO Naval Armaments Group

NSA—NATO Standardization Agency

ODC—Office of Defense Cooperation

OPSEC—Operations Security

OSD—Office of the Secretary of Defense

OT—Other Transaction

OSD/GC—Office of the Secretary of Defense General Counsel

OUSD(AT&L)—Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)

OUSD(AT&L)/DPAP—Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics) Defense Procurement and Acquisition Policy

OUSD(AT&L)/IC—Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics) International Cooperation

OUSD(C)—Office of the Under Secretary of Defense (Comptroller)

PA—Project Agreement or Arrangement

PAS—Personnel Accounting Symbol

PCS—Permanent Change of Station

PD—Position Description

PE—Program Element

PEM—Program Element Monitor

PET—Project Equipment Transfer

PM—Program Manager

POC—Point of Contact

POM—Program Objective Memorandum

PSI—Program Security Instruction

QPQ—Quid-Pro-Quo

QPR—Quarterly Progress Report

R&D—Research and Development

RA—Record of Action

RAD—Request for Authority to Develop

RDP—Research and Development Projects

RDS—Records Disposition Schedule

RDTE—Research, Development, Test, and Evaluation

RFA—Request for Final Approval

RSI—Rationalization, Standardization, and Interoperability

RTP—Research and Technology Projects

RUTF—Reciprocal Use of Test Facilities

S&T—Science and Technology

SAF/AQ—Assistant Secretary of the Air Force for Acquisition

SAF/AQLS—Assistant Secretary of the Air Force for Acquisition, Special Programs, Operational and Export Policy Division

SAF/AQR—Deputy Assistant Secretary of the Air Force for Science, Technology, and Engineering

SAF/FMB—Assistant Secretary of the Air Force, Financial Management and Comptroller, Deputy Assistant Secretary for Budget

SAF/FMBM—Assistant Secretary of the Air Force for Financial Management, Director of Budget Management and Execution

SAF/GCI—Air Force Deputy General Counsel, International Affairs

SAF/GCQ—Air Force Deputy General Counsel, Acquisition

SAF/IA—Deputy Under Secretary of the Air Force, International Affairs

SAF/IAP—Deputy Under Secretary of the Air Force, International Affairs, Director of Policy

SAF/IAPD—Deputy Under Secretary of the Air Force, International Affairs, Foreign Disclosure and Technology Transfer Division

SAF/IAPQ—Deputy Under Secretary of the Air Force, International Affairs, Armaments Cooperation Division

SAF/IAPS—Deputy Under Secretary of the Air Force, International Affairs, Space and Cyberspace Division

SAF/IAR—Deputy Under Secretary of the Air Force, International Affairs, Director of Regional Affairs

SAF/IARW—Deputy Under Secretary of the Air Force, International Affairs, Weapons Division

SAF/USA—Director, Space Acquisition

SC—Steering Committee

SECDEF—Secretary of Defense

SES—Senior Executive Service

SOFA—Status of Forces Agreement

SP—Security Plan

SSOI—Summary Statement of Intent

STB—Science and Technology Board

STO—Science and Technology Organization

TDSP—Technology Demonstration and System Prototypes

TDY—Temporary Duty

T&E—Test and Evaluation

TOR—Terms of Reference

TPO—Technical Project Officer

TTCP—The Technical Cooperation Program

UMD—Unit Manning Document

USAF—United States Air Force

U.S.C.—United States Code

USD(AT&L)—Under Secretary of Defense (Acquisition, Technology, and Logistics)

USD(AT&L)/IC—Under Secretary of Defense (Acquisition, Technology, and Logistics), International Cooperation Directorate

USTR—U.S. Trade Representative

WG—Working Group

Terms

Annex Authority— Provides executive-level oversight of the Information Exchange Program. Signs new IEAs and approves amendments and terminations in accordance with each MIEA. SAF/IAP is designated as the USAF Annex Authority.

Approval in Principle Letter (AIP)— The Performing Participant Managing Agent's preliminary acceptance of a proposed RUTF PA, which will enable both Participants to enter into technical discussions to formulate implementation plans, negotiate costs, and develop a RUTF PA for final approval.

Associate Technical Project Officers (ATPOs)— An individual nominated and assigned by the IEA TPO to assist the TPO in executing exchanges and visits under an annex, usually with respect to a specific technical area of expertise. The TPO will nominate and select ATPOs, with

the assignment being made by the responsible organization. USAF participants in other MILDEP/DoD Annexes are considered ATPOs.

Authorities— Government officials listed in an IEA and DEA who are authorized to act on behalf of the U.S. in compliance with the MIEA. Authorities may initiate correspondence and provide management support regarding IEA activities.

Conclusion— The act of signing, initialing, responding, or otherwise indicating the acceptance of an international agreement by the U.S.

Controlled Unclassified Information (CUI)— Unclassified information to which access or distribution limitations have been applied.

Cooperative Project Personnel (CPP)— Military or civilian specialist personnel assigned to a cooperative program or project office in management, administration, finance, planning, RDT&E; logistics or other support functions identified by the governing IA.

Cooperative Research and Development Agreement (CRADA)— CRADAs are standard instruments other than contracts, grants, and cooperative agreements, that allow federal laboratory personnel to perform R&D in collaboration with industrial or other non-federal entities, without the transfer of federal funds.

Data Exchange Annex (DEA)— Under a Master Data Exchange Agreement, the formal legal vehicle for the exchange of scientific and technical R&D data or information. Production and manufacturing information, hardware, and personnel may not be exchanged under a DEA.

Delegation of Disclosure Authority Letter (DDL)— The document that provides disclosure guidance to be followed when conducting activities under an IA. This U.S.-only document provides a comprehensive listing of the information authorized for release and the information, which is restricted from release to the foreign country.

Establishments— Organizations that are potential sources or recipients of information exchanged under an IEA. The IEA Establishment listing may include several DoD organizations and may even list government entities outside the U.S. DoD or partner nation MOD if authorized by MIEA. Neither U.S. nor foreign contractors, including “special status” contractors such as FFRDCs or foreign equivalents, may be listed as Establishments. However, contractors excluded from the annex Establishment list may participate in annex-related meetings or other interchanges based on mutual agreement between the parties. Establishments do not have the authority to disclose or transfer information under the IEA.

Foreign Comparative Testing (FCT) Program— A T&E program conducted under Title 10 United States Code (U.S.C.) § 2350a(g) whereby the USAF evaluates selected Non-Developmental Items (NDI) and selected technologies that are developed solely by partner governments where such items or technologies are judged to have the potential to meet valid DoD requirements.

Information Exchange Annex (IEA)— Under the Master Information Exchange Arrangement or Agreement, the formal legal vehicle for the exchange of scientific and technical R&D data or information. Production and manufacturing information, hardware, and personnel may not be exchanged under an IEA.

Intellectual Property— Includes inventions, trademarks, patents, industrial designs, copyrights, and technical information including software, data designs, technical know-how, manufacturing

information and know-how, techniques, technical data packages, manufacturing data packages, and trade secrets.

International Agreement (IA)— Any agreement concluded with one or more foreign governments (including their agencies, instrumentalities, or political subdivisions) or with an international governmental organization, that:

(1) Is signed or agreed to by any DoD Component, or by representatives of the DoS or any other Department or Agency of the U.S. Government,

(2) Signifies the intention of the parties to be bound in international law, and,

(3) Is denominated as an IA or as an MOU, MOA, memorandum of arrangements, exchange of notes, exchange of letters, technical arrangement, protocol, note verbal, aide memoir, agreed minute, contract, arrangement, statement of intent, letter of intent, statement of understanding, or any other name connoting a similar legal consequence.

(See additional aspects of this definition in DoDD 5530.3 and AFI 51—701)

International Agreement Generator (IA GEN)— The IA GEN is DoD-sponsored, US Government-only software containing approved language and guidance for drafting MOAs/MOUs and LAs. The IA GEN contains specific language and guidance for drafting MOUs and LAs with Chapeau and non-Chapeau countries.

International Armaments Cooperation (IAC) Programs— One or more specific IAC projects:

(1) Conducted under an IA;

(2) Implemented under Title 10 U.S.C. § 2350a, Title 10 U.S.C. § 2358, Title 22 U.S.C. § 2767, or other statutory authority, and;

(3) Conducted as (a) RDT&E of defense articles (including cooperative modification of a U.S.—developed system), (b) joint or concurrent production (including follow-on support) of a defense article developed by one or more of the parties, (c) U.S. Government procurement of a foreign defense article (including software), technology (including manufacturing rights), or service (including logistic support), (d) testing and evaluation of conventional defense equipment, munitions, and technology, or (e) data, information, and personnel exchanges conducted under approved programs.

International Armaments Cooperation Agreement— An agreement between the U.S. Government and a foreign government (or authorized international governmental organization) setting forth the terms and conditions under which the signatories agree to cooperate in the performance of a specific IAC project.

International Armaments Cooperation Project— A jointly planned undertaking, with a finite beginning and finite ending, with specific objectives to be accomplished under an IAC program on the basis of a written agreement between the participants and an equitable contribution by the participants to the full costs of the undertaking.

Master Data Exchange Agreement (MDEA)/Master Information Exchange Agreement (MIEA)— IAs between the U.S. DoD and partner countries that establish the framework, terms,

and conditions for R&D information exchanges through the creation of subsequent annexes dealing with specific topics.

Memorandum of Agreement (MOA)— An agreement concluded with one or more foreign governments including their agencies, instrumentalities, or political subdivisions, or with an international governmental organization that is signed or agreed to by authorized personnel of a DoD Component, or by representatives of the DoS or any other Department or Agency of the U.S. Government and signifies the intention of the signatories to be bound in international law.

Memorandum of Understanding (MOU)— Alternate term for MOA (above).

Negotiation— Communication by any means of a position or offer, on behalf of the U.S., the DoD, or on behalf of any officer or an organizational element thereof, to an agent or representative of a foreign government, including an agency, instrumentality, or political subdivision thereof, or of an international governmental organization, in such detail that the acceptance in substance of such position or offer would result in an international agreement. The term “negotiation” includes any such communication even though conditioned on later approval by the responsible authority. The term “negotiation” also includes provision of a draft agreement or other document, the acceptance of which would constitute an agreement, as well as discussions concerning any U.S. or foreign government or international governmental organization draft document whether or not titled “agreement.” The term “negotiation” does not include preliminary or exploratory discussions or routine meetings where no draft documents are discussed, so long as such discussions or meetings are conducted with the understanding that the views communicated do not and will not bind or commit any side, legally or otherwise.

Other Transaction (OT)— OTs are flexible agreements other than contracts, grants, or cooperative agreements that are used to accomplish various legal purposes. OTs are not subject to statutes and regulations that apply specifically to contracts, grants, or cooperative agreements. There are two types of OTs; (1) OTs for research authorized by Title 10 U.S.C. 2371, and (2) OTs for the acquisition of prototype projects relevant to weapon systems authorized by *Section 845 of the National Defense Authorization Act for FY 1994, Public Law 103-160*.

Party— Any government (including its agencies, instrumentalities, or political subdivisions) or international governmental organization that is a signatory to an IA.

Proponent— The organization who has a concept for international cooperation and that will be advocating and developing the necessary documentation to establish an international agreement. Proponents may be at any USAF organizational level.

Quid—Pro-Quo (QPQ) Analysis — A statement of comparative benefits used as the rationale or justification for approval of a DEA or IEA by the USAF.

Rationalization, Standardization, Interoperability (RSI)— (Rationalization) Any action that increases the effectiveness of partner forces through more efficient and effective use of defense resources. Rationalization includes consolidation, reassignment of national priorities to higher needs, standardization, specialization, mutual support or improved interoperability, and greater cooperation. Rationalization applies to both weapons and materiel resources and non-weapons military matters. (Standardization) The process by which the DoD achieves the closest practicable cooperation among forces for the most efficient use of research, development, and production resources, and agrees to adopt on the broadest possible basis the use of: a) common or compatible operational, administrative, and logistic procedures; b) common and compatible

technical procedures and criteria; c) common, compatible, or interchangeable supplies, components, weapons, or equipment; and d) common or compatible tactical doctrine with corresponding organizational compatibility. (Interoperability) The ability of systems, units, or forces to provide data, information, material, and services to and accept services from other systems, units, or forces and to use the data, information, material, and services so exchanged to enable them to cooperate effectively together.

Summary Statement of Intent (SSOI)— A U.S.-only document that constitutes a summary of the IA, which provides information pertaining to the operational requirement of the associated proposed project; identification of the partner nation(s); applicable legal authority; benefits/risk to the U.S.; potential industrial base impact; funding availability; procurement; information security and technology transfer issues; and proponents of the project.

Technical Project Officer (TPO)— The individual responsible for exercising day-to-day management of assigned IEA efforts in accordance with the terms and conditions of the IEA. This individual is the single point of contact for implementation of information exchanges and approval of visits under an annex, and is the only individual authorized to make exchanges under the annex. TPOs assigned to IEAs must possess the technical expertise encompassing the scope of the annex. For IEAs under which the scientific or technical area to be pursued is applicable to several functional areas, an ATPO may perform technical supervision over a specified segment or portion of an IEA. **Note:** The purpose of this glossary is to help the reader understand terms used in this publication. It is not intended to be complete. Joint Publication 1-02, *Department of Defense Dictionary of Military and Associated Terms*, and Air Force Doctrine Document (AFDD) 1-02, *Air Force Supplement to the Department of Defense Dictionary of Military and Associated Terms*, contain standardized terms and definitions for DoD and Air Force use, respectively.

Attachment 2

FORMATS FOR INTERNATIONAL AGREEMENT (IA) STAFFING DOCUMENTATION

A2.1. Drafting a Preliminary or Exploratory Discussions Template.

A2.1.1. This format is for completing required information that will eventually be included in a PA. This technical content should be thoroughly discussed and jointly developed between the allied partners, based on national and common objectives and equitable sharing of tasks/responsibilities and contributions. Concentrate on the technical content of your proposed project rather than the format of the verbiage – your information will be later used to develop a draft agreement by international staffing specialists. This document does not imply any commitment and is to facilitate joint technical planning discussions only--this is not a negotiation document.

A2.1.2. While completing this document, keep in mind that the authorities reviewing the proposed project agreement at HQ USAF and OSD are not likely technical experts in this technology area. Please keep project details simple and concise. The objectives and tasks of the proposed agreement must be easy to understand by all parties reviewing, coordinating, and/or signing the agreement at HQ USAF and OSD.

Figure A2.1. Technical Planning Document

Technical Planning Document
<p>TITLE</p> <p><i>State the title of proposed cooperative effort.</i></p>
<p><u>DEFINITION OF TERMS AND ABBREVIATIONS</u></p> <p><i>If applicable, list acronyms or technical terms peculiar to this effort.</i></p> <p><i>Note: The below four sections (Objective, Scope of Work, Sharing of Tasks, and Schedule of Tasks) must clearly relate and each section must build upon the other.</i></p>
<p><u>OBJECTIVES</u></p> <p><i>List the “big picture” objective(s) of this proposed project using clear, concise, non – technical terms. There is no limit to the number of overall objectives you can list, but recommend no more than 2 or 3.</i></p> <p>The objectives of this PA are:</p> <ul style="list-style-type: none">a. The development of _____.b. The improvement of _____.c. The identification of _____. And so on...
<p><u>SCOPE OF WORK</u></p> <p><i>Take EACH of the above listed Objectives and describe the Scope of Work (i.e. what will you develop, evaluate, design, fabricate, or test?) to accomplish each Objective. Avoid excessive use of technical jargon and define all acronyms/abbreviations. Keep bullets as simple and concise as possible.</i></p> <p>The following work shall be undertaken under this PA:</p> <ul style="list-style-type: none">a. Define _____.b. Design _____.c. Develop _____.d. Manufacture _____.e. Integrate _____.f. Test _____.

- g. Evaluate _____.
- h. Analyze _____. And so on...

SHARING OF TASKS

Considering EACH bullet in the Scope of Work section, list the work tasks that each nation will do independently and what tasks will be accomplished jointly. Make sure you account for every item mentioned in the Scope of Work.

The sharing of tasks shall be as follows:

The U.S. DoD will:

- Design _____.
- Develop _____.
- Manufacture _____.
- Provide test samples _____.

The MINDEF OR MOD will:

- Integrate _____.
- Test _____.
- Evaluate _____.

The U.S. DoD and MINDEF/MOD will jointly:

- Define _____.
- Analyze _____.
- Write final report _____.

BREAK DOWN AND SCHEDULE OF TASKS

Break down the tasks you listed above into broad phases with an approximate timeline. Consider at this point the total duration of the project. Recommend incorporating time, perhaps six months, to the total timeline of the project to allow for delays and unforeseen circumstances. The final report MUST be submitted six months PRIOR to the termination date of the PA.

The Project shall proceed according to the following _____ month schedule.

<u>Phase 1</u>	<u>Start</u>	<u>End</u>
Define.....	PA Signature	PA Signature + 2 months
<u>Phase 2</u>		
Design.....	PA Signature + 2 months	PA signature + 8 months
Develop.....	PA Signature + 8 months	PA signature + 15 months
Manufacture.....	PA Signature + 15 months	PA signature + 18 months

Provide test samples.....	PA Signature + 18 months	PA signature + 20 months
<u>Phase 3</u>		
Integrate.....	PA Signature + 20 months	PA signature + 21 months
Test.....	PA Signature + 21 months	PA signature + 29 months
Evaluate.....	PA Signature + 21 months	PA signature + 29 months
Analyze	PA Signature + 29 months	PA signature + 35 months
<u>Phase 4</u>		
Write final report.	PA signature + 36 months	PA signature + 42 months

MANAGEMENT

The government Project Officer (POs) from each country that will direct and administer this Project Agreement:

DoD PO: *name*
title/position
organization
full address
phone number

MINDEF/MOD PO: *Same as above*

FINANCIAL ARRANGEMENTS

The total cost of this project will not exceed: \$K (USD)

List the total U.S. share of the work and list the allied country(s) share of the work in U.S. dollars (currency conversion rates will be inserted into the final documentation). Contributions can be financial and non-financial, but MUST be equitable between the countries. The following is a partial list of the possible non-financial contributions each country may commit to this project. Assign a dollar amount to each contribution and how it will be appropriated over each year of the project. Please refer the DoD Financial Management Regulations (FMR) Volume 12, Chapter 9, especially Paragraphs 090406.A-C, 090504.A-D, and 090505.C.1.

- 1. Government salaries (labor)*
- 2. Contractor support*
- 3. Value of existing hardware, equipment, materials*
- 4. Testing – facility usage, test range usage, support, etc.*

5. *Value of background information*
6. *Report development*
7. *Travel costs to support the work*

	FYXX	FYXX	FYXX	FYXX	FYXX	Total
U.S. Financial Total Costs						
U.S. Non-Financial Total Costs						
U.S. Total Costs						
Partner Financial Costs						
Partner Total Non-Financial Costs						
Partner Total Costs						
Total Project Value						

Provide a description of the non-financial contributions each country will use to support this project and how the value of each non-financial contribution was determined.

CLASSIFICATION

Choose one:

No classified information will be exchanged.

The highest level of classified information exchanged under this PA is _____.

CONTRACTING

Are there any NEW contracts involved to support this PA?

PRINCIPAL ORGANIZATIONS INVOLVED

List government laboratories, research centers and other organizations for both the U.S. and allied country that will participate in the work of this project.

United States:

Allied country:

LOAN OF MATERIALS, SUPPLIES, AND EQUIPMENT (if applicable)

List all project equipment likely to be transferred or loaned. The value must be prorated for the time the equipment will be used by the receiving party. For example, if a piece of equipment is worth \$10M and has a lifespan of 10 years, if you only plan to loan it for 2 years, the

approximate value will be \$2M. Include this dollar amount in the total amount of that country's overall contributions to the project and make sure it is included in the financial arrangements table above.

Providing Party	Receiving Party	QTY	Description	Part/ Stock#	Consumables/ Non-Consumables	Approx. Value

DURATION

The total required time length to complete the proposed research will be XX months.

Include time for development of final report and management reserve. The final report must be submitted six months prior to the end of the agreement – so if you have four years' worth of work, your agreement will be signed for a total of 4 and a half years. Total time length should have supporting funds budgeted even if minimal amount for salaries.

Figure A2.2. International Agreement (IA) Staffing Checklist

IA Staffing Checklist
<input type="checkbox"/> Proponent's Command Approval Letter
<input type="checkbox"/> Draft Project Agreement (PA); or if applicable Draft International Exchange Annex (IEA)
<input type="checkbox"/> Draft Summary Statement of Intent (SSOI); or if applicable Draft Quid Pro Quo (QPQ)
<input type="checkbox"/> Draft Delegation of Disclosure Authority Letter (DDL)
(1.) Forwarded via NIPRnet or SIPRnet to:
a. MAJCOM (via local FDO)
b. SAF/IAPQ
(2.) Alternatively, written verification of DDL's current status
<input type="checkbox"/> Draft Project Security Instruction (PSI) (as required)
(1.) Forward draft PSIs for all PAs exchanging classified information (Confidential or Secret) to SAF/IAPQ
(2.) When only dealing with Controlled Unclassified Information (CUI) there is no staffing requirement; ensure a PSI is on hand at the program level
<input type="checkbox"/> Other Documentation (as required)
<input type="checkbox"/> Identification of Key Personnel:
(1.) U.S. TPO
(2.) Partner Nation TPO
(3.) Local FDO responsible for draft DDL
(4.) Security Manager responsible for PSI (as required)
(5.) MAJCOM/AF Component level FDO
(6.) Funding/Budget POC to verify available funds
<input type="checkbox"/> Verification of Timeline
(1.) Establish expectations of timeline
(2.) Validate goal for signature of the agreement:
a. Desired date of first official meeting under IEA/PA/etc.
b. Date when funds must be obligated to meet funding guidelines or to begin project work
(3.) Confirm International Cooperative Research and Development (ICR&D) and/or Coalition Warfare Program (CWP) funds timelines if applicable

A2.2. Drafting the Summary Statement of Intent (SSOI)

A2.2.1. The U.S.-only SSOI describes the scope and content of a proposed International Agreement (IA). The SSOI provides insight into the rationale and specifics of a proposed IA and is a crucial document in the IA development process. The SSOI is the basis upon which SAF/IA and/or OUSD(AT&L) provides authority to develop and negotiate an IA. It is important to be thorough and accurate, yet concise, in completing the SSOI. SSOIs for amendments to existing IAs will be in an abbreviated format and will address only the proposed changes to the approved original SSOI and the current status of the program to be amended. The abbreviated SSOI will address, at a minimum, the current status of the program, remaining scope to be accomplished, and an updated financial summary (i.e. funds expended to date and projected funding) together with the justification for the amendment. The information in italics below is for guidance and should be removed before submission. The template for the SSOI is updated regularly as a result of OUSD(AT&L) and MILDEP discussions, so proponents should work with SAF/IAPQ to ensure they are using the latest version of the SSOI template.

Figure A2.3. Summary Statement of Intent (SSOI)

Summary Statement of Intent (SSOI) for [Name of Project]

1. Short Title of International Agreement: *Provide the short descriptive title of the proposed agreement. This should be identical to any short title given to the agreement.*

2. Partner Nation(s): *Identify each country or international governmental organization participating.*

3. Proponent: Department of the Air Force

4. Date: *Date submitted to OSD; update for revisions.*

5. Description: *Specify whether this SSOI is for Request for Authority to Develop (RAD) or Request for Final Approval (RFA).*

5.a. Is this a new agreement? *A subordinate agreement (if so, cite full title of master agreement and date of entry into force/effect and date of expiration)? An amendment to an existing agreement (if so, cite full title of master agreement, date of entry into force/effect, and date of expiration)? Provide copies of all documents that are referenced in the SSOI.*

5.b. What will this project accomplish? What is the objective? What DoD requirement does this project meet? *Be concise and clear. Stay focused on what will be done under the cooperative project, not what the overall objective is for the proponent office. For S&T projects, cite the applicable Director of Defense Research and Engineering (DDR&E) strategic plan, for other projects cite the relevant requirements document or approved acquisition strategy. Describe, if possible, how the cooperative project will lead to increased USAF capability/interoperability.*

[If the SSOI is for a loan, replace paragraph 5.b above with the following]

5.b What will be loaned? *Briefly describe the purpose of the loan and the expected results and deliverables (e.g. the loan is for test in a unique environment, expect to demonstrate functionality, deliverable is a test report). Be concise and clear. Specify what will be loaned. Stay focused on what will be loaned and why, not on overall project objectives.*

-- **Will the item be returned at the conclusion of the loan?** *If not, explain what will happen with the item. If an item is to be consumed during testing, make sure the SSOI and Loan Agreement (LA) clearly say so. LAs are not arrangements for giving partners items to use and keep. They are strictly for loans. Identify who is responsible for shipping costs to receive and return the item and ensure that those costs are appropriately incorporated in the loan value and loan cost.*

-- **What DoD requirement does this project meet?** *For S&T projects, cite the applicable Assistant Secretary of Defense for Research and Engineering, (ASD(R&E)) strategic plan, for other projects cite the relevant requirements document or approved acquisition strategy.*

-- **If software, specifically identify if any licenses apply:** Also ensure that there are rights to make the loan and that all license fees are paid. Ensure the cost of licenses is included in the loan value and the loan costs calculated in paragraph 6 of this SSOI.

5.c. Duration/schedule of cooperative project: Provide detail on the project milestones, if any, and ensure that they are consistent with the agreement itself.

[If the SSOI is for a loan, replace paragraph 5.c above with the following]

5.c Duration of loan period and schedule for delivery of results: Provide detail on the loan milestones, if any. Specifically identify the length of time for the loan and when the test report will be provided (e.g., the loan period is for three years and the test report will be provided no later than six months after the loan period ends).

5.d. Unusual conditions: Describe anything unusual about the agreement that is not addressed elsewhere in the SSOI, such as the need for expedited staffing, unusual agreement construct (e.g., Japanese agreement for which there is no LA Generator, the use of side letters, etc.).

6. Fiscal: If there are no financial or non-financial responsibilities or obligations associated with the proposed agreement, so indicate.

If there are financial or non-financial responsibilities or obligations associated with the proposed agreement, describe the current status of proposed funding (e.g., funds authorized and appropriated in current FY, funds in approved President's/DoD/MILDEP budget, intention to put in MILDEP Program Objective Memorandum (POM), etc.). For S&T programs, also describe (if applicable) the likelihood of obtaining future follow-on MILDEP system or equipment development or acquisition funding.

Create and populate a table as follows (list multiple partners and their contributions separately):

Funding (\$K)

Funding Source	FYxx	FYxx	FYxx	FYxx	TOTAL
U.S. DoD Financial Costs					
PE XXXXXXXX					
PE XXXXXXXX					
U.S. DoD Financial Total Costs					
U.S. DoD Non-Financial Costs					
U.S. DoD Total Costs					
Partner(s) Financial Costs					
Partner(s) Non-Financial Costs					
Partner Total Costs					
Total Project Value					

6.a. Non-Financial Costs: *If financial or non-financial responsibilities or obligations will be established in the proposed agreement, provide a narrative paragraph describing the expected Non-Financial Costs and your cost analysis of how these U.S. and foreign Non-Financial Costs were valued based upon available information. Non-Financial Costs may include, but are not limited to the value of background information provided to the project or the value of project equipment provided to the project, etc. If no Non-Financial Costs are anticipated, or if the status of Non-Financial Costs is unclear during the initial drafting of the RAD SSOI, state “No Non-Financial Costs will be provided under the [agreement, PA, etc.]/are known at this time.” Ensure any initial RAD estimates of Non-Financial Costs are validated during the negotiations, and that the amount and results of this validation process are reflected in RFA SSOI documents. Note that the DoD FMR (Vol. 12, Chapter 9) paragraphs 090406 and 090504 provide guidance.*

6.b. Equitability Assessment: *Provide a narrative description of the equitability of the agreement. If there are any questions about how to assess equitability, consult DoD FMR (Vol. 12, Chapter 9) paragraph 090505, which provides guidance and calculation methods. Make this response as straightforward and clear as possible. Equitability is based on the relationship of the contributions provided to the benefits received (in the form of funds, defense articles, and services).*

[If the SSOI is for a loan, replace paragraph 6 above with the following]

6. Fiscal (for loans by the U.S.): *The first set of section 6.a.-6.c. is for loans from the U.S. The second set is for loans to the U.S.*

6.a. Cost of loan for U.S.:

“Rental value” of loaned item		Cost to implement loan		Total
\$ A	+	\$ B	=	\$ C

The “rental value” of loaned item: For software, it is the full acquisition value to include R&D and production. For hardware or material items, the “rental value” is the cost of producing the item (what it would cost to buy it) amortized for the loan period. DoD FMR Vol. 11A, Chapter 1, paragraph 010203, sub-paragraphs D.3.b(1) and G provide methods for calculating values.

The “cost to implement loan” for SSOI purposes is the cost associated with preparation (including any loan-specific modifications) and shipping. For software this cost includes the cost of licenses. For example, the loan of software may be the loan of an item for which the acquisition value is \$50M, but the cost to implement the loan is \$5 for reproducing the software plus \$20 for shipping plus \$300 for licenses. For hardware, the loan cost would be the loan value (after amortization) plus shipping. The cost of the loan is not the “replacement value” in the LA itself (this is the cost of producing the item). Note that for software the “replacement cost” in the LA is the cost of reproducing software and associated shipping (unless the receiving partner is paying for shipping). For hardware, the “replacement cost” is the cost of producing the same item.

6.b. Benefit from loan to U.S.

Value of foreign test report		Other (must specify details)		
\$ X	+	\$ Y	=	\$ Z

The "value of foreign test report" should be calculated based on what it would cost the U.S. to develop and publish or produce a test report of the same quality.

If Z is greater than or equal to C, a positive business case exists.

6.c. Fiscal/Costs:

Funding (\$K)					
Funding Source	FYxx	FYxx	FYxx	FYxx	TOTAL
U.S. Costs (e.g. costs of preparing item and shipping)					
PE XXXXXXXX					
PE XXXXXXXX					
U.S. Financial Total Costs					
U.S. Non-Financial Costs					
U.S. Total Costs					
Partner(s) Financial Costs					
Partner(s) Non-Financial Costs					
Partner Total Costs					
Total Project Value					

Create a table that provides information on proposed Financial and Non-Financial Costs to the cooperative effort. Key elements of the table are:

- Estimated DoD Financial Costs by FY and PE.
- The partner(s) estimated Financial Costs by FY.
- The estimated value of the DoD and partner(s) Non-Financial Costs
- The total U.S. and partner costs required to meet the total estimated cost of the agreement.

6. Fiscal (for loans to the U.S.): If this is a loan **by** the U.S., use questions 6.a. through 6.c. above and delete the questions 6.a-6.c. below.

6.a. Benefit of loan to U.S.:

$$\begin{array}{ccccccc} \text{"Rental value" of} & & \text{Value of U.S. version} & & \text{Cost to implement} & & \\ \text{loaned item} & & \text{test report} & & \text{loan} & & \\ \$_A_ & + & \$_B_ & - & \$_C_ & = & \$_D_ \end{array}$$

The "rental value" of loaned item: For software, it is the full acquisition value to include R&D and production. For hardware or material items, the "rental value" is the cost of producing the item (what it would cost to buy it) amortized for the loan period. DoD FMR Vol. 11A, Chapter 1, paragraph 010203, sub-paragraphs D.3.b(1) and G provide methods for calculating values.

The value of the U.S. version of the test report is calculated based on cost to develop and publish or produce the U.S. version of the test report.

The cost to implement the loan includes any costs not already addressed in valuing the test report, to include shipping. It may be less than the cost of the loan.

6.b. Benefit from loan to Partner(s). *Provide the value of the report provided to the partner(s). Calculate based on U.S. cost to develop and publish or produce a releasable test report.*

Value of test report = \$ X.

If D is greater than or equal to X, a positive business case exists.

6.c. Fiscal/Costs:

Funding (\$K)

Funding Source	FYxx	FYxx	FYxx	FYxx	TOTAL
U.S. Costs (e.g. costs of conducting tests on the borrowed item)					
PE XXXXXXXX					
PE XXXXXXXX					
U.S. Financial Total Costs					
U.S. Non-Financial Costs					
U.S. Total Costs					
Partner(s) Financial Costs (e.g. costs of shipping)					
Partner(s) Non-Financial Costs (e.g. value of loaned item)(can all be in the first year)					
Partner Total Costs					
Total Project Value					

Create a table that provides information on proposed Financial and Non-Financial Costs to the cooperative effort. Key elements of the table are:

- Estimated DoD Financial Costs by FY and PE. Note that these costs should address the entire period of the loan.
- The estimated value of the loaned item. Include as a Non-Financial Cost in the table above.
- The total U.S. and partner costs required to meet the total estimated cost of the agreement.

7. Legal Authority: Provide citations for the legal authority(ies) that apply to the agreement. Consult with your Counsel on the appropriate legal authority for the agreement. For LAs, this is Title 22 U.S.C. 2796d (Section 65 of the AECA).

8. Technology Transfer/Disclosure:

8.a. Highest level of information to be provided or developed under the agreement: (i.e., public domain, Controlled Unclassified Information, Controlled Unclassified Military Information or Classified Information – CONFIDENTIAL, SECRET, or TOP SECRET).

8.b. Identify who or what provided authority to release classified information. Normally the document that provides the authority is the Delegation of Disclosure Authority Letter or a National Disclosure Policy Committee (NDPC) Record of Action (RA). An RA is documentation that indicates that the NDPC has granted an exception to NDP. You should indicate only the RA number and its date in this paragraph (e. g., RA-008/07, dated Month xx, xxxx).

8.c. Low Observable/Counter Low Observable (LO/CLO): Identify whether any applicable LO/CLO technologies will be involved and whether a positive Executive Committee (EXCOM) decision has been made. Consult with your local FDO if unsure of whether this applies. A loose definition of technologies with LO/CLO concerns is: communications electronic attack and signature reduction (radio frequency, infrared, electro-optical, visual, ultraviolet, acoustic, magnetic, road dust emissions) of defense platforms, including systems, subsystems, components, materials, technologies, and signature prediction, test and measurement equipment and software. LO/CLO related technology also includes electronically scanned array radar, laser radar, multi-static and infrared focal plane array-based sensors.

8.d. Does the agreement involve the use or transfer of Communications Security (COMSEC) equipment? If yes, note whether a positive Committee on National Security Systems (CNSS) decision has been made.

8.e. Export compliance: Note the applicable export compliance measures taken (or planned to be taken if a RAD package) in the agreement. Sample responses include:

- Export Control Compliance Planning (Baseline): Export-controlled technical data (which is a subset of "Project Information" as defined in the IA) will be marked in accordance with national export control laws and regulations. Export-controlled technical data furnished by the United

States will be marked by the originator as export-controlled in accordance with the ITAR, Export Administration Regulations (EAR), and/or DoDD 5230.24 and 5230.25, and DoD Instruction 5230.27 as applicable. All (country x) export-controlled information will be marked by the [country to provide] following their national procedures. Unless otherwise restricted by duly authorized officials of the furnishing Party (or Participant) at the time of transfer to the receiving Party (or Participants), all export controlled information furnished by one Party (or Participant) to the other Party (or Participant) may be retransferred to the other Party's (or Participant's) Contractors, subcontractors, Contractor Support Personnel, or Prospective Contractors. The Parties (or Participants) must establish legally binding arrangements in contracts to limit the end use of the export-controlled technical data to the purposes authorized in the MOA and PA only. Transfer of such export-controlled technical data to Contractors, subcontractors, Contractor Support Personnel, and Prospective Contractors will be consistent with the Parties' (or Participants') export control laws and regulations.

-- Export Control Compliance Planning (Baseline Plus) (certain projects dealing with sensitive technologies or operational capabilities, such as ballistic missile defense, infrared countermeasures, LO/CLO technologies are presumed to be sensitive and may require Baseline Plus provisions): Export-controlled technical data (which is a subset of "Project Information" as defined in the IA) will be marked in accordance with national export control laws and regulations. Export-controlled technical data furnished by the U.S. will be marked by the originator as export-controlled in accordance with the ITAR, EAR, or DoDDs 5230.24 or 5230.25, and DoD Instruction 5230.27, as applicable. All (country x) export-controlled information will be marked as (country to provide). U.S. export-controlled technical data furnished pursuant to the international agreement will be authorized for party end-use only unless retransfer to the other Party's (or Participant's) national contractors is specifically approved prior to transfer by-either: (1) approved DoS/DoC export regulations; or, (2) the appropriate DoD Component AECA/ITAR exemption certification authority. Parties (or Participants) must establish legally binding arrangements in contracts to limit the end-use of the export-controlled technical data to the purposes authorized in the international agreement only. Transfer of such export-controlled technical data to Contractors, sub-contractors, Contractor Support Personnel, and Prospective Contractors will be consistent with the Parties' (or Participants') export control laws and regulations.

-- Export Control Compliance Implementation Measures: U.S. export-controlled technical data to be released during briefings or meetings pursuant to this IA, will be reviewed in advance by a cognizant foreign disclosure officer for export control compliance considerations in accordance with DoD Directives 5230.24 and 5230.25, and DoD Instruction 5230.27, and a determination will be made regarding the need to restrict any export-controlled technical data from (country x) retransfer to (specify country) companies or other entities. Foreign-origin technical data for release must be reviewed in advance by a cognizant foreign disclosure officer to ensure export compliance and re-transfer restrictions are met. If any such export-controlled technical data is subject to retransfer restrictions, the receiving Party (or Participant) will be notified at the earliest possible opportunity. Unclassified export-controlled technical data exchanged, disclosed, or developed pursuant to this IA will be treated as "Controlled Unclassified Information" under the provisions of the MOA and PA, and marked in accordance with DoD Directives 5230.24 and 5230.25.

-- Export Control Compliance for the IA Text: *This IA will use the latest approved standard, non-sensitive (Baseline) export control provisions, or*

-- Export Control Compliance for the IA Text: *This IA will use the latest approved standard, sensitive (Baseline plus) export control provisions.*

9. Contracting:

9.a. Is there any contracting involved to support meeting the obligations of the agreement?

If yes, describe the work to be performed or products to be delivered under each contemplated contract. Identify the DoD contracting activity that will provide contracting support. Identify the contracting officer with whom the agreement language has been coordinated.

9.b. Will U.S. contracting be done using full and open competition? *If not, explain what justification will be used. Describe the market research conducted and the results, including identification of potential sources. Note: The agreement cannot include language that puts limitations on competition or assumes use of a sole source unless the agreement language and the associated justification for limiting competition pursuant to Title 10 U.S.C. § 2304(c) have been coordinated with the Contracting Officer and the official authorized under FAR Part 6, as supplemented, to approve the justification required by FAR Subpart 6.3.*

9.c. Will any other government(s) be contracting on behalf of the U.S.? *(For the purpose of this question, “on behalf of DoD” means to satisfy DoD requirements using DoD funds.) If a foreign partner will conduct procurements and award contracts on behalf of DoD, explain how requirements of Title 10 U.S.C. § 2350b will be satisfied. If U.S. industry will not be provided an opportunity to compete for the contract(s), explain why and describe the market research conducted and the results, including identification of potential sources.*

9.d. Does the agreement include any specific understandings regarding the post-award management of contracts, such as performance of government quality assurance services? *If so, explain the intended arrangements, and identify the individual in the affected DoD organization (e.g., Defense Contract Management Agency) with whom the agreement language was coordinated.*

10. Deviations: *Please cite the version and date of the DoD IA Gen used to develop the agreement and note **all** deviations in the agreement. If this is a RAD package, note all planned or otherwise anticipated deviations. If this is a RFA package, identify all instances where the text of the agreement deviates from the text of the IA Gen (or the approved PA or LA format, or other template). Deviations may be acceptable if the explanations are reasonable and the deviations are permissible from a policy and legal perspective. All deviations must be highlighted and annotated in the text of the agreement itself (e.g., using “track changes”).*

11. U.S. Industrial Base Impact: *Consider the following: Which foreign government facilities are likely to participate in this cooperative effort and what are their planned role(s) in the effort? Which foreign contractors (excluding support contractors) will participate and what is their*

planned role(s) in the effort? If known, describe the potential markets for the technology developed as part of the agreement. Describe any potential commercial uses for this technology. Do you anticipate workshare arrangements, requests for offsets, or offshore production of items restricted to procurement in the United States? Describe workshare arrangements and identify which proposed technologies the party's industry would receive for coproduction. Are you aware of any key parts or components with a single source of production? Will there be any significant effects (pro or con) on any U.S. companies or U.S. industrial sector(s), and if so, what are they likely to be?

12. Negotiator: *Provide the name, organization, telephone number, and e-mail address of the lead U.S. negotiator for the agreement.*

13. Counsel: *Provide the name, organization, telephone number, and e-mail address of the lead U.S. counsel for the agreement.*

ADDITIONAL GUIDANCE: Remove from final version of SSOI

DOCUMENT MARKING: The footer of each page should include a distribution statement in addition to the appropriate classification marking for the IA. DoDD 5230.24 provides distribution statement samples that may apply. Examples:

DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government Agencies only **(fill in reason) (date of determination)**. Other requests for this document will be referred to **(insert controlling DoD office)**.

DISTRIBUTION STATEMENT C. Distribution authorized to U.S. Government Agencies and their contractors **(fill in reason) (date of determination)**. Other requests for this document will be referred to **(insert controlling DoD office)**.

Figure A2.4. Delegation of Disclosure Authority Letter (DDL) Example

[Country] Delegation # (Provided by SAF/IAPD)	DDL Title
<ol style="list-style-type: none"> 1. (U) <u>Classification</u>: <i>Highest classification level of information to be released during the program. If more than one category is involved, indicate the highest classification for each category, if appropriate.</i> 2. (U) <u>Disclosure Methods</u>: <i>Describe the methods of disclosure (oral, visual, or documentary, etc.). If documentary access is permitted, control procedures must be described in paragraph 7.</i> 3. (U) <u>Category(ies) Permitted</u>: <i>Specify the NDP categories of information or material to be disclosed and released as specified in AFI 16-201.</i> 4. (U) <u>Scope</u>: <i>Describe the purpose of the disclosure, to which country(ies) disclosure is authorized, which MAJCOM(s) is/are authorized to disclose the information or materiel, and the source of the program (i.e. MOU, PA, etc.). The purpose of the disclosure must define the intent of the program.</i> 5. (U) <u>Authorized to Disclose</u>: <i>Describe the information or materiel that can be disclosed to support the program. This section and the "Not Authorized to Disclose" paragraph cannot address every possible situation, particularly for major programs. Therefore, it is particularly important that the previous paragraphs clearly and adequately define the delegated authority so the FDO can interpret the DDL in situations specifically addressed in this and the following paragraphs.</i> 6. (U) <u>Not Authorized to Disclose</u>: <i>Describe information or materiel that cannot be disclosed under the program. This paragraph and the preceding paragraph should clearly define the limits of delegated authority rather than listing everything that may or may not be disclosed.</i> 7. (U) <u>Procedures</u>: <i>Identifies program-unique requirements and additional offices which need to coordinate, etc. Also, identifies where requests that fall outside the scope and authority of the DDL should be submitted.</i> 8. (U) <u>Redelegation</u>: <i>"Not authorize" or "(MAJCOM) may redelegate authority to disclose information to foreign disclosure offices in subordinate elements as required to insure effective implementation of this delegation. Authority to disclose classified information may be redelegated only to designated disclosure officials who have been trained by SAF/IAPD. All redelegations will be in writing and copies provided to SAF/IAPD."</i> 	

Figure A2.5. Certificate of Language Conformity

<p style="text-align: center;">CERTIFICATE OF LANGUAGE CONFORMITY FOR (TITLE OF PROJECT)</p> <p>1. The English and (<i>foreign language</i>) versions of the (<i>Full Title of Project</i>) were reviewed for compatibility.</p> <p>2. I hereby certify that both texts are in conformity with each other and have the same meaning in all substantive respects.</p> <p>(Signature of Reviewing Official)</p> <p>(Signature and Title of Language Officer)</p> <p>Date: _____</p>
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A2.3. Completing the Certification for Reporting to the Congress.

A2.3.1. As required under Section 27 of the AECA (Title 22 U.S.C. § 2767) and Title 10 U.S.C. § 2350a for Friendly Foreign Countries, the DoD must submit to the Speaker of the House of Representatives and to the Chairs of the Committees on Foreign Relations and Armed Services of the Senate a numbered certification or report on the proposed cooperative agreement. SAF/IAPQ must provide USAF inputs for the certification, which must include the following information.

Figure A2.6. Certification for Reporting to the Congress

<p style="text-align: center;">PROJECT CERTIFICATION (Number: #####) [TITLE OF PROJECT]</p> <p>1. PROJECT DESCRIPTION: <i>A detailed description of the cooperative project with respect to which the certification is made.</i></p> <p>2. ESTIMATED QUANTITIES: <i>An estimate of the quantity of the defense articles expected to be produced in furtherance of such cooperative project.</i></p> <p>3. ESTIMATED COST: <i>An estimate of the full cost of the cooperative project, with an estimate of the full cost to be incurred by the U.S. Government, including an estimate of the costs as a result of waivers of Title 22 U.S.C. § 2761(e)(1)(A) and 2792(b), for its participation in such cooperative project and an estimate of that part of the full costs to be incurred by the other participants.</i></p> <p>4. FINANCIAL CONTRIBUTIONS FOR THE COOPERATIVE EFFORT: <i>An estimate of the dollar value of the funds to be contributed by the U.S. and each of the other participants on behalf of such cooperative project.</i></p> <p>5. DEFENSE ARTICLES AND SERVICES CONTRIBUTIONS: <i>A description of the defense articles and defense services expected to be contributed by the U.S. and each of the other participants on behalf of such cooperative project.</i></p> <p>6. POLICY AND NATIONAL SECURITY BENEFITS: <i>A statement of the foreign policy and national security benefits anticipated to be derived from such cooperative project.</i></p> <p>7. PRIME CONTRACTORS AND SUBCONTRACTORS: <i>To the extent known, whether it is likely that prime contracts will be awarded to particular prime contractors or that subcontracts will be awarded to particular subcontractors to comply with the proposed agreement.</i></p>

Figure A2.7. Certificate of Authenticity

<p style="text-align: center;">CERTIFICATE OF AUTHENTICITY</p> <p>I hereby certify that, in the course of its official duties, the Armaments Cooperation Division, Policy Directorate, Deputy Under Secretary of the Air Force, International Affairs (SAF/IAPQ), maintains custody of the original signed copy of the [Full Title of the Agreement] between [Full List of the Participating Nations from Signature Page] Concerning [Subject of the Agreement]. The attachment is a true and certified copy of the original document.</p> <p style="text-align: right;">//signed// Chief, Armaments Cooperation Division Deputy Under Secretary of the Air Force International Affairs</p>

Figure A2.8. Final Report Format for an International Agreement

<p style="text-align: center;">Name of Project/Reference Number of the IA (if applicable) Duration of the Project [Start and End Date of the IA]</p> <p>Sponsor: <i>USAF organization executing project, POC name and commercial phone number.</i></p> <p>Partner Nation(s)/Agency Involved: <i>Also include partner organization name and POC.</i></p> <p>Accomplishments versus Stated Objectives in the IA:</p> <p>Summarize Highlights of Project Execution:</p> <p>Any Planned Follow-on Activity: <i>Are there any plans for a follow-on agreement for further development or production?</i></p> <p>Benefits to the USAF and the Foreign Partner: <i>Explain how the technology or capability developed in this agreement will be applied to increase warfighter effectiveness, interoperability, etc.</i></p> <p>Issues/Notes: <i>If no issues, so state.</i></p> <ul style="list-style-type: none">a. <i>Identify and discuss issues that had to be resolved to allow or enhance success of the project.</i>b. <i>Identify and discuss cost growths or scheduled delays.</i>c. <i>Any other notes that could prove beneficial to future IAC projects.</i> <p>Disposition: <i>In the view of the PM, was the project successful?</i></p>
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Attachment 3**FORMATS FOR INFORMATION EXCHANGE PROGRAM (IEP) DOCUMENTS (IEA, DEA, AND QPQ ANALYSIS)****A3.1. Format for an Information Exchange Annex (IEA).**

A3.1.1. Many Master Information Exchange Agreements contain a previously agreed format for subject-specific annexes. If not, proponents should use the following format as a guide. The information in italics is for guidance and should be removed before submission.

Figure A3.1. Information Exchange Annex (IEA) Sample

<p style="text-align: center;">INFORMATION EXCHANGE ANNEX</p> <p style="text-align: center;">[Insert Partner Country]-U.S.</p> <p style="text-align: center;">CONCERNING [Title of the MIEA]</p> <p style="text-align: center;">IEA-AF-CY-XX-0000 <i>[Calendar Year (CY)/country code (e.g. AR for Argentina)/4-digit code; this code is mutually agreed with the partner nation and is the next consecutive number in the USAF IEA list with that partner]</i></p> <p>In accordance with the <i>[use MIEA title for that specific country]</i> between the Ministry of Defense of <i>[Country]</i> and the Department of Defense of the United States of America, signed <i>[effective date of the MIEA]</i>, the following Information Exchange Annex (IEA) is hereby established.</p> <p>1. DESCRIPTION</p> <p>a. The scope of this IEA comprises an exchange of Research, Development, Test, and Evaluation (RDT&E) Information in the following areas. <i>[Information to be exchanged can include concepts, techniques, methodologies, and reports]</i></p> <p>(1) (2) (3) etc.</p> <p>b. Exchanges of Research, Development, Test, and Evaluation (RDT&E) Information under this IEA shall be on a reciprocal, balanced basis such that the Research, Development, Test, and Evaluation (RDT&E) Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, in accordance with Article __ (Objective and Scope) of the MIEA.</p> <p>c. All Research, Development, Test, and Evaluation (RDT&E) Information exchanges under this IEA shall conform with the provisions of the MIEA, including the prohibitions against exchange of weapon, sensor, or related system computer software documentation; exchange of production information; and exchange or provision of defense articles or services contained in Article __ (Objective and Scope) of the MIEA.</p> <p>d. Correspondence and requests for RDT&E Information shall be handled in accordance with Article __ (Channels of Communication and Visits) and Article __ (Security) of the MIEA.</p> <p>e. This IEA provides no authority for placing contracts in accordance with Article __ (Contractual Arrangements) of the MIEA.</p> <p>f. Research, Development, Test, and Evaluation (RDT&E) Information shall not be used by the receiving Liaison Officer(s) for any purpose other than the purpose for which it was furnished</p>
--

without the specific prior written consent of the originating Liaison Officer(s)) in accordance with Article __ (Disclosure and use of R&D Information) of the MIEA. Unless specifically permitted under the provisions of paragraph 4 below, Research, Development, Test, and Evaluation (RDT&E) Information exchanged under this IEA is to be used by the receiving Liaison Officer(s) solely for information and evaluation purposes by their defense establishments.

2. ANNEX AUTHORITIES, TECHNICAL PROJECT OFFICERS (TPO's), LIAISON OFFICERS, AND ESTABLISHMENTS

a. For [Partner Country]:

[Include organization, office symbol, and telephone number. For TPO's, ATPOS and LO's, include email address.]:

(1) Annex Authority:

_____.

(2) Technical Project Officer (TPO):

_____.

(3) Associate Technical Project Officer(s) (ATPO(s)) (as appropriate):

_____.

_____.

(4) Liaison Officer(s) (as appropriate):

_____.

_____.

(5) Establishment(s) *[Establishments may be any agency selected to participate in the IEA. There is no limit to the number of Establishments that may be recommended for inclusion, with four to six typical. Include full name and address of the installations and agencies who will participate in the IEA]:*

_____.

_____.

b. For the U.S.:

[Include organization, office symbol, and telephone number. For TPOs, ATPOs, and LOs, include email address.]:

(1) Annex Authority:

Deputy Under Secretary of the Air Force, International Affairs
Director of Policy (SAF/IAP)
1080 Air Force Pentagon
Washington DC 20330-1080

(2) Technical Project Officer (TPO):

_____.

(3) Associate Technical Project Officer(s) (ATPO(s)) (*as appropriate*):

_____.

(4) Liaison Officer(s) (*as appropriate*) [ODC Air Force Section Chief or Air Attaché in-country]:

_____.

(5) Establishment(s):

_____.

3. SECURITY AND INFORMATION CONTROL

a. The highest classification of Research, Development, Test, and Evaluation (RDT&E) Information which may be exchanged under this IEA is [*Insert UNCLASSIFIED, CONFIDENTIAL, or SECRET as appropriate*].

b. All Research, Development, Test, and Evaluation (RDT&E) Information exchanges under this IEA will conform to the security and information control provisions of the MIEA including Article __ (Controlled Unclassified Information), Article __ (Security), and Article __ (Third Party Transfers).

c. Annual Research, Development, Test, and Evaluation (RDT&E) Information objectives may be specified, if appropriate.

4. SPECIAL DISCLOSURE AND USE OF SCIENTIFIC AND TECHNICAL INFORMATION PROVISIONS. [*List any special provisions, if applicable*]

5. FINANCIAL RESPONSIBILITIES. Each Party shall be responsible for its own costs in the performance of this IEA in accordance with Article __ (Financial Arrangements) of the MIEA.

6. TERMINATION AND DURATION OF THIS IEA

a. This IEA may be terminated at any time by the written agreement of both Annex Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Party's Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate upon 60 days written notification to the other Party's Annex Authority. Termination of this IEA shall be subject to the provisions of Article __ (Amendment, Termination, Entry Into Force, and Duration) of the MIEA.

b. This IEA shall remain in force for a period of five (5) years from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Annex Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF
DEFENCE OF [*Partner Country*]

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

A3.2. Format for a Data Exchange Annex (DEA).

A3.2.1. Master Data Exchange Agreements (MDEAs) are older-style agreements, but they remain in effect because of the way the negotiators developed the original signed text. Because most MDEAs do not have a format attached to them, USAF proponents should use the following as a guide for drafting a new DEA.

Figure A3.2. Data Exchange Annex (DEA)**ANNEX NO. DEA-AF-CY-XX-0000**

[CY/country code (e.g. GE for Germany)/4-digit code; this code is mutually agreed with the partner nation and is the next consecutive number in the USAF DEA list with that partner]

**TO THE
MASTER DATA EXCHANGE AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF DEFENSE
AND
THE MINISTRY OF DEFENSE OF [PARTNER COUNTRY]
[TITLE OF ANNEX]**

Pursuant to the terms and conditions of the Mutual Weapons Development Master Data Exchange Agreement between the United States Department of Defense and the Government of [Partner Country] Ministry of Defense, signed *[insert date of the master]*, the United States Department of Defense and the [Partner Country] Ministry of Defense hereby establish the following data exchange annex.

1. PROJECT DESCRIPTION AND CLASSIFICATION

- a. Scope. This Annex provides for the exchange of Research, Development, Test, and Evaluation (RDT&E) information of mutual interest on *[Define the scope of the DEA, including a description of the specific functional or technical area to which the DEA applies]*.
- b. Highest classification of data to be exchanged: *[Insert UNCLASSIFIED, CONFIDENTIAL, or SECRET as appropriate]*.

2. ESTABLISHMENTS AND AUTHORITIES CONCERNED

- a. For the U.S.:

(1) Establishments *[Can be any agency selected to participate in the DEA. Include full name and address of the installations and agencies who will participate in the DEA]*

(a) _____

(b) _____

(2) Authorities *[Include organization, office symbol, telephone number, and e-mail address for all authorities listed below]*

(a) *[Insert Office of Defense Cooperation (ODC) Air Force Section Chief or U.S. Air Attaché in-country]*

(b) *[Insert the TPO, and ATPOs, if there are any]*

b. For *[Insert partner country]*:

(1) Establishments *[Can be any agency selected to participate in the DEA. Include full name and address of the installations and agencies who will participate in the DEA]*

(a) _____

(b) _____

(2) Authorities *[Include organization, office symbol, telephone number, and e-mail address for all authorities listed below]*

(a) *[Insert as appropriate. Sometimes this contact comes from the partner embassy in Washington]*

(b) *[Insert the TPO, and ATPOs if there are any]*

3. Only those Authorities listed in subparagraphs 2.a.(2) and 2.b.(2) herein are authorized to initiate communication. Such communication will be transmitted through the Technical Project Officer (Project Implementation Authority) channel, as prescribed in Article __ of the Master Data Exchange Agreement.

4. Each party will be responsible for its own costs in the performance of this Annex. Each party's commitment to performance is subject to the availability of funds.

5. No commitment is implied herein to furnish any manufacturing or production data or software development know-how, transfer any production rights involved in this information, or require exchange of information whose dissemination is restricted by agreements with governments not signatory to this agreement. The data provided will be safeguarded and will not be further disseminated without prior written approval.

IN WITNESS WHEREOF, the parties hereto have executed this Annex No. *[Fill in number]* to the Mutual Weapons Development Master Data Exchange Agreement between the Government of the United States of America and the Government of *[Insert Partner Country]* effective on the date of the latter signature below.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA
Department of Defense

FOR THE GOVERNMENT OF
[Insert Partner Country]

Ministry of Defense

Title

Title

Date

Date

A3.3. Format for the Quid-Pro-Quo (QPQ) Analysis

A3.3.1. Each IEA proposal includes a QPQ analysis prepared by the prospective U.S. TPO describing the net benefits to the U.S. and the partner country. Proponents submit the QPQ analysis, along with the other documentation described in Chapter 3, to SAF/IAPQ for coordination. The QPQ analysis format is provided below.

Figure A3.3. Quid-Pro-Quo (QPQ) Analysis

<p style="text-align: center;">Quid-Pro-Quo (QPQ) Analysis</p> <p style="text-align: center;">[Insert Title of the IEA]</p> <p style="text-align: center;">(IEA-AF-CY-XX-0000)</p> <p><i>[Calendar Year (CY)/country code (e.g. AR for Argentina)/4-digit code; this code is agreed with the partner and is the next consecutive number in the USAF IEA list with that partner]</i></p> <p><u>Introduction.</u> <i>[The introduction briefly summarizes the purpose of the proposed IEA and includes specific areas of information to be exchanged.]</i></p> <p><u>Benefits to the U.S.</u> <i>[This section should contain a narrative describing U.S. technology gaps that the IEA is likely to fill, the potential for cost avoidance, how the exchange can contribute to standardization and interoperability, and any expectations for follow-on IAC projects.]</i></p> <p><u>Benefits to the [Insert Partner Country].</u> <i>[This section should contain a narrative describing U.S. technologies that the IEA will share with the partner country and how those technologies will benefit the partner.]</i></p> <p><u>Mutual Benefits to Both Parties.</u> <i>[This section should contain a narrative describing the synergies likely to accrue from the IEA, including items such as the potential for improved systems capabilities, the possible elimination of duplication in research, and enhanced standardization and interoperability.]</i></p>
--

Attachment 4

TEST & EVALUATION PROGRAM PROJECT PROPOSAL SUMMARY

A4.1. Developing the T&E Project Proposal Summary.

A4.1.1. Proponents for PAs under a bilateral T&E Program MOA should use the following project proposal summary (limited to one page) to gain approval in principle before submitting more detailed documentation to SAF/IAPQ for processing.

Figure A4.1. T&E Project Proposal

Date
Proposed Project Name
<ol style="list-style-type: none"> 1. Location: <i>[Specify the desired test range/site and full address]</i> 2. U.S. POC and [Foreign Partner] POC: 3. Scope: <i>[Identify the test characteristics, equipment, and its intended accomplishment]</i> 4. Rationale for using [Foreign Partner] Test Site/U.S. Test Site: <i>[Why the particular test requires a [foreign partner] resource or U.S. resource]</i> 5. Test Period: <i>[Identify testing periods in months, quarters and indicate whether it will be an ongoing test. You can also request a certain date (mo/day/year) when the test should start and end]</i> 6. Range/Service Requirements: <i>[List specific DoD/MOD support that is required for the test. Please include topics such as personnel, space, computer equipment, workshop access, logistical support, fuel, materiel, etc.]</i> 7. Personnel and Equipment: <i>[List the number of U.S. personnel that will be involved in the testing and the types of equipment being deployed]</i> 8. Construction, Hazardous Materials and Environment Effects: <i>[If any, please specify or state that none exist]</i> 9. Responsible Command POCs: <i>[List all U.S. POCs with complete addresses, phone and fax numbers, and e-mail addresses]</i> 10. Public Affairs: <i>[Address all sensitive issues]</i> 11. Other Details: <i>[Funding, etc]</i>

Attachment 5

FOREIGN COMPARATIVE TESTING PROGRAM TEMPLATE

A5.1. Completing a Foreign Comparative Testing (FCT) Project Nomination Form.

A5.1.1. The USAF is an active participant in the FCT Program and strives to ensure that annual FCT proposals are of the highest quality to reflect USAF requirements. To facilitate the annual process, USAF proponents for FCT proposals submit the following information in accordance with the schedule in Chapter 5.

Figure A5.1. FCT Project Nomination Form Template

<p style="text-align: center;">FCT Project Nomination Form (limit to one page)</p> <p>1. Project Name: <i>Include weapon system and specific capability (e.g., Integrated Pylon Dispenser for F-16).</i></p> <p>2. Company(s) - Country(s): <i>Identify the company(s) developing or producing the foreign item along with the primary country of origin.</i></p> <p>3. Brief description of the project: <i>Include the name of foreign item, any known use by Partners, the purpose and benefits of the item, and a comparison to current capability (if any).</i></p> <p>4. Basis for requirements: <i>List any requirements documents, existing funding stream(s), or anything else that supports the need to evaluate the foreign item.</i></p> <p>5. Category of FCT effort: <i>Comparison or qualification (multiple candidates or one candidate), and end result sought with this FCT project.</i></p> <p>6. Funding: <i>Amount of FCT funding requested, total and by year.</i></p> <p>7. Procurement Potential: <i>Identify which office would procure the item upon successful completion, where the procurement funds would come from, amount of procurement funding, and number of items to be procured.</i></p> <p>8. Issues: <i>Identify any issues, such as availability of domestic candidates, on-going risk-reduction efforts, etc.</i></p> <p>9. Project POC: <i>List the POCs and contact information of individuals who will work this project.</i></p>

Attachment 6**ESEP AND APEP PERFORMANCE EVALUATION****Figure A6.1. Format for Performance Evaluation of Foreign ESEP/APEP Participants**

ESEP/APEP Performance Evaluation
A. Name and government of foreign participant.
B. Evaluation period: From _____ to _____.
C. Full title of unit at which the exchange takes place.
D. Brief description of unit activities.
E. Description of assignment(s) given the foreign participant.
F. Evaluation of the technical ability and knowledge of the exchange participant.
G. Evaluation of the comprehension of spoken and written English, as well as the ability to speak English by the exchange participant.
H. Assessment of the attitude and conduct of the exchange participant.
I. Evaluation of achievements of the exchange participant during the assignment (for example, attainment of goals and objectives, and so forth).
J. Highlight any outstanding achievement(s) of the exchange participant.
K. Recommendations for any subject area where the foreign government and the U.S. may expand cooperative efforts based on this ESEP/APEP assignment.

Attachment 7

FORMAT FOR INTERNATIONAL COOPERATION RESEARCH & DEVELOPMENT PROGRAM NOMINATIONS AND QUARTERLY PROJECT REPORTS

Figure A7.1. ICR&D Project Nomination Form

<p style="text-align: center;">PROJECT NOMINATION FORM FYxx INTERNATIONAL COOPERATION RESEARCH AND DEVELOPMENT (ICR&D) FUNDING</p> <p>1. Title of Project:</p> <p>2. Short Title of Proposed International Agreement:</p> <p>3. USAF Proponent:</p> <p>4. Partner(s) Involved:</p> <p>5. Overview of Proposed Cooperative Effort: <i>Briefly describe the proposed cooperative effort including, but not limited to, the scope of the proposed effort, the deliverables (e.g., technical report, proof of concept technology, improved hardware, improved interoperability of existing systems), potential application to development of new systems or equipment, and impact to the warfighter. (25 lines max)</i></p> <p>6. DoD Requirement Status: <i>What US S&T or R&D requirement, defense acquisition mission need or operational requirement would this project satisfy or what critical deficiency or shortfall would this project address? Cite applicable documents. (Note: Specific requirement document(s) offer the strongest support. Documented operational (user) deficiencies are acceptable (list document and provide a short description of the deficiency). Referencing Technology Area Plans or similar documents is also acceptable.</i></p> <p>7. Benefits to the U.S. and to the [insert Country Partner(s)]: <i>Describe the benefits of cooperating with the proposed partner(s) and how they outweigh a U.S.-only effort or any technology transfer or program risks.</i></p> <p>8. Potential Program Risks: <i>Describe any potential technology transfer or program risks and how such risks will be mitigated (consult with your local FDO for advice).</i></p> <p>9. Partner Nation(s) Commitment: <i>What is the assessment (and your basis for it) of the degree of foreign partner interest and commitment? Indicate whether the appropriate foreign organizations have been contacted (Laboratory, Ministry of Defense, etc.) and the nature and status of these contacts. Describe interactions and technical discussions with prospective partner(s).</i></p> <p>10. International Agreement Vehicle and Proposed Development Schedule: <i>Note whether the cooperation would require a PA under an existing MOA, or whether a new MOA would be required. Estimate the agreement development timeline (how soon could the agreement be put in place); this section should be developed in consultation with appropriate MAJCOM and SAF/IAPQ POCs.</i></p> <p>11. Briefly describe the potential industrial base impact (if any): <i>Identify the U.S. Government facilities likely to be used in this cooperative effort and their planned role(s) in the</i></p>
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effort? Identify any U.S. contractors (excluding support contractors) and their planned role(s) in the effort. Identify the foreign government facilities likely to be used in this cooperative effort and their planned role(s) in the effort. Identify any foreign contractors (excluding support contractors) and their planned role(s) in the effort.

12. Estimated Project Schedule: The schedule can be a table or a list. List the key events and the estimated start and stop times (can be shown as quarters or months). This schedule should be consistent with your funding profile listed in paragraph 13.

13. Financial Matters: The sources and amount of USAF funding necessary to execute the proposal must be identified and properly coordinated. USAF funds must be identified in the appropriate budget documentation and committed from the start of the project. The project must be supported at the appropriate organizational levels, e.g., Laboratory, Systems Group, user command, HQ USAF, OSD, Joint Staff, etc. The proponent commander must certify funds availability and organizational commitment. Add columns as needed. Is there any other funding being applied for (e.g., CWP funds)?

Funding Source	FYxx	FYxx +1	Total
U.S. Financial Costs			
ICR&D PE	*Amount requested in proposal		
Other Relevant PE(s)			
U.S. Non-Financial Costs*			
Total U.S. Costs			
Partner Financial Costs			
Partner Non-Financial Costs*			
Partner Total Costs			
Total Project Value**			

*Non-Financial Costs (defense articles and services) must be quantified in funding table and include but are not limited to: value of background information provided to the project, value of project equipment provided to the project, Government salaries.

**International Agreements under the AECA require equitability (i.e., each partner will contribute equitably to the effort and will share equitably in the benefits). While this does not require exact match of dollars (equal contributions and benefits) it is the preferred method. However, if there are clear benefits to the U.S., unequal contributions may be acceptable.

14. Project Completion: Upon completion of the project, briefly describe the next steps that are required for transition to the warfighter.

15. Project/Program Office PE Title:

16. HQ USAF PEM name, grade, office symbol and phone number:

17. PM name, grade, office symbol and phone number:

18. Alternate PM name, grade, office symbol and phone number:

19. Additional Project Details: *This section is optional but does provide the project proponent an opportunity to expand on the information provided in section 5 above. The proponent may add additional details in this section or attach a separate paper to this form. The format is flexible.*

(ICR&D) PROGRAM MONTHLY FINANCIAL REPORT
FOR FY(dd Mmm yy)

- Project Title:**
- Budget:**
 - Budget in the Summary Statement of Intent (SSOI) dated dd Mmm yy.** *Table should reflect the U.S. financial contribution in the SSOI submitted to support final staffing before U.S. signature, and should not change during the execution of the project.*

U.S. Funding (\$M)	FYaa	FYbb	FYcc	FYdd	FYee	TOTAL
PE xxxxxF	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
PE xxxxxD	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
PE 63790F	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
TOTAL	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
 - Current Budget.** *Table should reflect the values currently committed by the project office in coordination with the PEMs.*

U.S. Funding (\$M)	FYaa	FYbb	FYcc	FYdd	FYee	TOTAL
PE xxxxxF	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
PE xxxxxD	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
PE xxxxxF	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
TOTAL	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
- ICR&D Program Funds:**
 - PE [63790D or 63790T or 63790F or 63791F] (\$M).** *If your project is receiving ICR&D Program funds from more than one PE, then there should be one table per PE.*

	FYaa	FYbb	FYcc	FYdd	FYee	TOTAL
Budgeted	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Received	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Committed	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Obligated	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Expended	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Unobligated	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
 - Performing Organizations.** *The organizations actually earning the money being expended on the effort.*

	FYaa	FYbb	FYcc	FYdd	FYee	TOTAL
[Government project office, city, state funding]	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx

document number]						
[Prime Contractor, city, state, contract type (typically CPFF, CPAF, or CR), contract award date, contract number]	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx

4. Allied Contributions:

4.a. Contributions in the Summary Statement of Intent (SSOI) dated dd Mmm yy. *Table should reflect the values in the SSOI submitted to support final staffing before U.S. signature, and should not change during the execution of the project.*

Financial (U.S.\$M)	FYaa	FYbb	FYcc	FYdd	FYee	TOTAL
Country name	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Country name	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Fin Sub Total	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Non-Financial (U.S.\$M)						
Country name	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Country name	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Non-Fin Sub Total	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
TOTAL	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx

4.b. Current Contributions. *Table should reflect the values currently committed by the other countries.) (In narrative form, describe the non-financial contributions, including technology contributions and industry participation.*

Financial (U.S.\$M)	FYaa	FYbb	FYcc	FYdd	FYee	TOTAL
Country name	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Country name	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Fin Sub Total	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Non-Financial (U.S.\$M)						
Country name	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Country name	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
Non-Fin Sub Total	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx
TOTAL	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx	xx.xxx

5. U.S. Points of Contact (POCs):

Lead Project Officer (Primary POC)

Name

Job title

Office symbol

Street address

Project Officer (Alternate POC)

Name

Job title

Office symbol

Street address

City, state, zip
Voice: (xxx) xxx-xxxx / DSN xxx-xxxx
Fax: (xxx) xxx-xxxx / DSN xxx-xxxx
email: first.last@base.af.mil

Project Financial Manager

Name

Job title

Office symbol

Street address

City, state, zip

Voice: (xxx) xxx-xxxx / DSN xxx-xxxx

Fax: (xxx) xxx-xxxx / DSN xxx-xxxx

email: first.last@base.af.mil

Program Element Monitor (PEM)

PE [number], [title]

Rank Name

Office symbol

Street address

City, state, zip

Voice: (xxx) xxx-xxxx / DSN xxx-xxxx

Fax: (xxx) xxx-xxxx / DSN xxx-xxxx

email: first.last@base.af.mil

City, state, zip

Voice: (xxx) xxx-xxxx / DSN xxx-xxxx

Fax: (xxx) xxx-xxxx / DSN xxx-xxxx

email: first.last@base.af.mil

Program Element Monitor (PEM)

PE 63790F, NATO Cooperative R&D

Rank Name

SAF/IAPQ

1080 Air Force Pentagon

Washington DC 20330-1080

Voice: (703) 588-8947 / DSN 425-8947

Fax: (703) 588-8470 / DSN 425-8470

email: first.last@pentagon.af.mil

Attachment 8

INTERNATIONAL OT AND NON-DOMESTIC CRADA STAFFING DOCUMENT

A8.1. International OT/CRADA Staffing Document.

A8.1.1. Proponents for International OTs or non-domestic CRADAs should use the following Summary Sheet template when submitting documentation to SAF/IAPQ for approval.

Figure A8.1. International OT or Non-domestic Cooperative Research and Development Agreement (CRADA) Summary Sheet

Date
International OT or Non-domestic CRADA Summary Sheet
<ol style="list-style-type: none"> 1. <i>The identity of the foreign company by name.</i> 2. <i>The identity of the country of origin of the foreign interests.</i> 3. <i>Name of technology involved.</i> 4. <i>A detailed explanation of why collaborator is the best choice over potential domestic collaborators.</i> 5. <i>An explanation of purpose and benefits.</i> 6. <i>Level of classification of the information involved.</i> 7. <i>Whether the technology is export controlled.</i> 8. <i>Whether any foreign persons, industrial organizations, or academic institutions will be involved in the CRADA or OT at any tier level and the identity of such entities.</i>